

Exhibit I

Proposed Plan

ANEXO 5.5

**AO PLANO DE RECUPERAÇÃO
EXTRAJUDICIAL CONJUNTO DE
LUPATECH S.A., LUPATECH -
EQUIPAMENTOS E SERVIÇOS
PARA PETRÓLEO LTDA., MIPEL
INDÚSTRIA E COMÉRCIO DE
VÁLVULAS LTDA., JEFFERSON
SOLENOIDBRAS LTDA. E
LUPATECH FINANCE LIMITED**

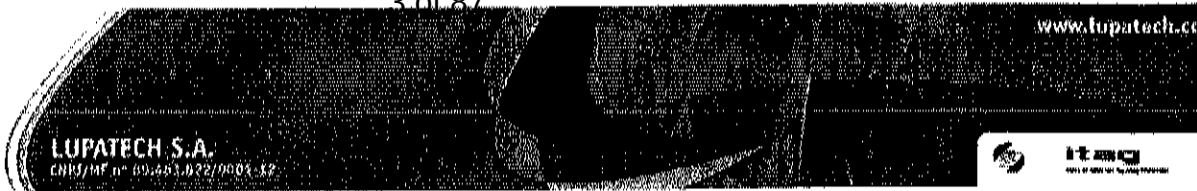
**PACOTES DE DOCUMENTOS
ENVIADOS AOS BONDHOLDERS
EM 26 DE NOVEMBRO DE 2013 E
EM 18 DE DEZEMBRO DE 2013**

ANNEX 5.5

**TO THE JOINT PRE-PACKAGED
REORGANIZATION PLAN OF
LUPATECH S.A., LUPATECH -
EQUIPAMENTOS E SERVIÇOS
PARA PETRÓLEO LTDA., MIPEL
INDÚSTRIA E COMÉRCIO DE
VÁLVULAS LTDA., JEFFERSON
SOLENOIDBRAS LTDA. AND
LUPATECH FINANCE LIMITED**

**PACKAGES OF DOCUMENTS
SENT TO THE BONDHOLDERS ON
NOVEMBER 26, 2013, AND ON
DECEMBER 18, 2013**

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**JOINT PRE-PACKAGED REORGANIZATION PLAN OF
LUPATECH S.A.**

**LUPATECH - EQUIPAMENTOS E SERVIÇOS PARA PETRÓLEO LTDA.
MIPEL INDÚSTRIA E COMÉRCIO DE VÁLVULAS LTDA.
JEFFERSON SOLENOIDBRAS LTDA.**

- and -

LUPATECH FINANCE LIMITED

AND

CONSENT SOLICITATION

November 26, 2013

PRIVATE AND CONFIDENTIAL

Dear Bondholder:

This package is being provided to you in connection with the proposed joint pre-packaged reorganization plan (the "Plan") of Lupatech S.A., Lupatech Finance Limited and the other companies listed above (collectively, the "Lupatech Group") with respect to the 9.875% Guaranteed Perpetual Bonds (the "Bonds") in an aggregate principal amount of U.S.\$275,000,000 issued by Lupatech Finance Limited, pursuant to an indenture dated as of July 10, 2007 (as amended and restated as of the date hereof) among the Lupatech Group, the Guarantors named therein, the Bank of New York Mellon and the Bank of New York Mellon (Luxembourg) S.A. (the "Indenture").

Included with this package to you is a draft of the Plan in connection with the restructuring of the Bonds, to be submitted to the applicable Brazilian courts pursuant to Article 161 and successive articles of Brazilian Law 11.101/2005 and subsequently to a U.S. bankruptcy court pursuant to Chapter 15 of Title 11 of the United States Code.

In addition to the Plan, your consent is hereby being solicited for the release of the guarantees of the Bonds given under Article XI of the Indenture by the Argentinean guarantors Válvulas Worcester de Argentina S.A., Jefferson Sudamerica S.A., Industria y Tecnología en Aceros S.A. and Esferomatic S.A. (the "Consent Solicitation"). A consent solicitation statement dated November 26, 2013 setting out further details of the Consent Solicitation is also included with this package to you.



LUPATECH S.A.

CHP/IT n° 09.561.622/0901-12

www.lupatech.es



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In order for you to acknowledge your acceptance of and adherence to the Plan and in order for you to give your consent with respect to the Consent Solicitation, **please sign and return all** of the following documents included with this letter to The Garden City Group, Inc. ("GCG") at:

- (if by mail) LPT Case Administration, c/o GCG, Inc., P.O. Box 10024, Dublin, Ohio 43017-6624;
- (if by hand delivery or overnight courier) LPT Case Administration, c/o GCG, Inc., 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017;
- (if by email) LupatechEvents@gcginc.com; or
- (if by facsimile) (866) 588-3177 (toll-free North America) or (614) 553-1625 (direct-dial toll international).

no later than **December 31, 2013 by 3:00 p.m. (New York time)**:

- ☐ A **Power of Attorney** appointing GCG as your agent for purposes of the Plan;
- ☐ Your **Instructions** to GCG in respect of your adherence to the Plan and your election (pursuant to Clause 4.3 of the Plan) to convert a portion of your claim under the Bonds into shares of Lupatech S.A. or ADRs representing shares of Lupatech S.A.;
- ☐ A **Certification** by you in respect of certain United States securities laws; and
- ☐ The **Consent Letter**.

Sincerely,

LUPATECH S.A.

By: Ricardo Doebeli
Chief Executive Office

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PLANO DE RECUPERAÇÃO EXTRAJUDICIAL CONJUNTO/
JOINT PRE-PACKAGED REORGANIZATION PLAN

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**PLANO DE RECUPERAÇÃO EXTRAJUDICIAL
CONJUNTO DE**

LUPATECH S.A.

**LUPATECH – EQUIPAMENTOS E SERVIÇOS
PARA PETRÓLEO LTDA.**

**MIPEL INDÚSTRIA E COMÉRCIO DE
VÁLVULAS LTDA.**

JEFFERSON SOLENOIDBRAS LTDA.

E

LUPATECH FINANCE LIMITED

Datado de ____ de 2013

**PLANO DE RECUPERAÇÃO EXTRAJUDICIAL
CONJUNTO DE LUPATECH S.A., LUPATECH
– EQUIPAMENTOS E SERVIÇOS PARA
PETRÓLEO LTDA., MIPEL INDÚSTRIA E
COMÉRCIO DE VÁLVULAS LTDA.,
JEFFERSON SOLENOIDBRAS LTDA. E
LUPATECH FINANCE LIMITED**

Lupatech S.A., sociedade anônima de capital aberto constituída e organizada segundo as leis do Brasil, inscrita no CNPJ/MF sob o nº 89.463.822/0001-12; **Lupatech – Equipamentos e Serviços para Petróleo Ltda.**, sociedade empresária limitada constituída e organizada segundo as leis do Brasil, inscrita no CNPJ/MF sob o nº 03.141.023/0001-04; **Mipel Indústria e Comércio de Válvulas Ltda.**, sociedade limitada constituída e organizada segundo as leis do Brasil, inscrita no CNPJ/MF sob o nº 07.743.815/0001-00; **Jefferson Solenoidbras Ltda.**, sociedade limitada constituída e organizada segundo as leis do Brasil, inscrita no CNPJ/MF sob o nº 56.541.642/0001-52; e **Lupatech Finance Limited**, sociedade limitada constituída e organizada segundo as leis das Ilhas Cayman; conjuntamente doravante referidas como “Grupo Lupatech”, por estarem reunidas sob controle societário comum, e com seu

**JOINT PRE-PACKAGED REORGANIZATION
PLAN OF**

LUPATECH S.A.

**LUPATECH - EQUIPAMENTOS E SERVIÇOS
PARA PETRÓLEO LTDA.**

**MIPEL INDÚSTRIA E COMÉRCIO DE
VÁLVULAS LTDA.**

JEFFERSON SOLENOIDBRAS LTDA.

AND

LUPATECH FINANCE LIMITED

Dated ____, 2013

**JOINT PRE-PACKAGED REORGANIZATION
PLAN OF LUPATECH S.A., LUPATECH -
EQUIPAMENTOS E SERVIÇOS PARA
PETRÓLEO LTDA., MIPEL INDÚSTRIA E
COMÉRCIO DE VÁLVULAS LTDA.,
JEFFERSON SOLENOIDBRAS LTDA. AND
LUPATECH FINANCE LIMITED**

Lupatech S.A., a corporation existing and organized under the laws of Brazil, registered under CNPJ/MF No. 89.463.822/0001-12, **Lupatech - Equipamentos e Serviços para Petróleo Ltda.**, a limited liability company existing and organized under the laws of Brazil, registered under CNPJ/MF No. 03.141.023/0001-04; **Mipel Indústria e Comércio de Válvulas Ltda.**, a limited liability company existing and organized under the laws of Brazil, registered under CNPJ/MF No. 07.743.815/0001-00; **Jefferson Solenoidbras Ltda.**, a limited liability company existing and organized under the laws of Brazil, registered under CNPJ/MF No. 56.541.642/0001-52; and **Lupatech Finance Limited**, a limited liability company existing and organized under the laws of Cayman Islands; collectively referred to herein as the “Lupatech Group” since all such companies are under common corporate control with their principal

estabelecimento principal localizado na cidade de Nova Odessa, Estado de São Paulo, Brasil, na Rodovia Anhanguera, Km 199, sentido interior/capital, prédio C, Distrito Industrial;

_____, _____, _____,
_____, _____, _____;

titulares de Bonds perpétuos emitidos pela Lupatech Finance Limited e garantidos por Lupatech S.A., Lupatech Equipamentos e Serviços para Petróleo Ltda., Mipel Indústria e Comércio de Válvulas Ltda., Jefferson Soleinoidbras Ltda., Válvulas Worcester de Argentina S.A., Jefferson Sudamerica S.A., Industria y Tecnología en Aceros S.A. e Esferomatic S.A., conforme a Escritura de Emissão dos Bonds (conforme definido abaixo), neste ato representados por The Garden City Group, Inc., sociedade constituída e organizada segundo as leis dos Estados Unidos, e com sede na 1985 Marcus Ave, Lake Success, NY 11042, nos Estados Unidos, conforme procuração constante do Anexo 5.5, sendo tais Bondholders doravante conjuntamente referidos, conforme o termo é definido abaixo, como "Bondholders Signatários";

O Grupo Lupatech e os Bondholders Signatários (doravante denominados em conjunto como "Partes"), com o intuito de viabilizar a superação da crise financeira pela qual o Grupo Lupatech vem passando, permitindo a continuidade da sua atividade empresarial, desejam repactuar os termos e as condições de pagamento das dívidas do Grupo Lupatech, inclusive da dívida relativa aos Bonds de emissão da Lupatech Finance Limited, garantida por outras sociedades do Grupo Lupatech. Para tanto, celebram, nesta data, na forma do artigo 161 e seguintes da Lei de Falências, o presente Plano de Recuperação Extrajudicial Conjunto (doravante referido simplesmente como "Plano"), cujos termos e condições são apresentados a seguir:

CONSIDERANDO QUE:

(A) A Lupatech S.A. é uma sociedade que atua no setor de petróleo e gás, fornecendo equipamentos e serviços para a etapa de produção, além de atuar na

establishment located at Rodovia Anhanguera, Km 199, building C, Distrito Industrial, in the City of Nova Odessa, State of São Paulo, Brazil;

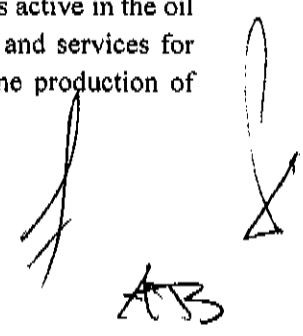
_____, _____, _____,
_____, _____, _____;

holders of perpetual Bonds issued by Lupatech Finance Limited and guaranteed by Lupatech S.A., Lupatech Equipamentos e Serviços para Petróleo Ltda., Mipel Indústria e Comércio de Válvulas Ltda., Jefferson Soleinoidbras Ltda., Válvulas Worcester de Argentina S.A., Jefferson Sudamerica S.A., Industria y Tecnología en Aceros S.A. and Esferomatic S.A., pursuant to the Bond Indenture (as defined below), herein represented by The Garden City Group, Inc., a company incorporated under the laws of the United States, with head offices at 1985 Marcus Ave, Lake Success, NY 11042, in the United States, pursuant to the power-of-attorney attached hereto in Annex 5.5, being such Bondholders hereinafter jointly referred to, as defined below, as "Signatory Bondholders";

The Lupatech Group and the Signatory Bondholders (together referred to herein as the "Parties"), in order to assist the Lupatech Group in overcoming the financial crisis currently affecting it, and enabling it to continue its business activities, intend to renegotiate the payment terms and conditions of the debt of the Lupatech Group, including debt relating to the Bonds issued by Lupatech Finance Limited and guaranteed by the other members of the Lupatech Group. For this purpose the Parties hereby execute at the date hereof, in accordance with Article 161 and following articles of the Brazilian Bankruptcy Law, this Joint Pre-Packaged Reorganization Plan (hereinafter simply referred to as the "Plan"), the terms and conditions of which are set forth below:

WHEREAS:

(A) Lupatech S.A. is a company that is active in the oil and gas sector, supplying equipment and services for the production stage, as well as in the production of



região do Mercosul na fabricação de válvulas industriais;

(B) A Lupatech Finance Limited, sociedade controlada pela Lupatech S.A., emitiu os Bonds nos termos da Escritura de Emissão dos Bonds, no montante total principal agregado em circulação na presente data de US\$ 275.000.000,00 (duzentos e setenta e cinco milhões de dólares dos Estados Unidos);

(C) A Lupatech S.A. e outras sociedades do Grupo Lupatech celebraram a Escritura de Emissão dos Bonds na qualidade de garantidoras da dívida representada pelos Bonds;

(D) A Lupatech S.A. emitiu 320.000 (trezentas e vinte mil) Debêntures, no montante total de R\$ 320.000.000,00 (trezentos e vinte milhões de reais), na data de emissão de 15 de abril de 2009, conforme a Escritura de Emissão de Debêntures, sendo que 92,5% (noventa e dois e meio por cento) das Debêntures são atualmente de titularidade de um único Debenturista;

(E) A Lupatech S.A. e outras sociedades do Grupo Lupatech, tem se empenhado na reestruturação do capital e do endividamento deste grupo, buscando a repactuação de sua dívida para com bancos e para com titulares de valores mobiliários, e a conversão de parte da dívida em capital social, conforme descrito na cláusula 4 deste Plano, além de o Grupo Lupatech ter acordado com o(s) respectivo(s) credor(es) a possibilidade de ter mais de US\$600.000,00 (seiscentos mil dólares dos Estados Unidos) de dívida não garantida do Grupo Lupatech, decorrente de honorários relativos à reestruturação da dívida do Grupo Lupatech, pago por meio da capitalização de créditos;

(F) Nesse âmbito, as Partes tem interesse em alterar as suas condições de pagamento da dívida representada pelos Bonds e pelas Debêntures (conforme definido abaixo) e por outros instrumentos;

(G) Concomitantemente à circulação deste Plano pela Lupatech S.A. aos Bondholders, a Lupatech Finance Limited também solicitou o consentimento dos

industrial valves in the Mercosur region;

(B) Lupatech Finance Limited, a subsidiary of Lupatech S.A., issued the Bonds pursuant to the Bond Indenture in the aggregate principal amount outstanding at the date hereof of US\$ 275,000,000.00 (two hundred and seventy-five million United States dollars);

(C) Lupatech S.A. and the other members of the Lupatech Group executed the Bond Indenture as guarantors of the debt represented by the Bonds;

(D) Lupatech S.A. issued 320,000 (three hundred and twenty thousand) Debentures in the total amount of R\$ 320,000,000.00 (three hundred and twenty million Reals), at the issuance date of April 15, 2009, pursuant to the Debentures Indenture, and 92.5% (ninety-two point five percent) of such Debentures are currently held by a single Debenture Holder;

(E) Lupatech S.A. and the other members of the Lupatech Group have been engaged in restructuring the capital and debt of the group, seeking renegotiation of its debt with banks and security holders and the conversion of a portion of its debt into equity, as described in clause 4 of the Plan, in addition to Lupatech Group having agreed with the relevant creditor(s) upon the possibility of having more than US\$600,000.00 (six hundred thousand United States dollars) of Lupatech Group unsecured debt deriving from fees related to the restructuring of the Lupatech Group paid by means of capitalization of claims;

(F) In connection therewith, the Parties wish to amend the payment conditions of the debt represented by the Bonds and Debentures (as defined below) and by other instruments;

(G) Concurrently with the circulation of this Plan by Lupatech S.A. to the Bondholders, Lupatech Finance Limited also solicited the consent of the Bondholders

Bondholders cuja identidade foi verificada nos registros do Depositary Trust Company ("DTC"), Euroclear e Clearstream, na Data do Registro, por meio de uma Solicitação de Consentimento (conforme definido abaixo) para liberação das garantias outorgadas pelas Sociedades Argentinas (conforme definido abaixo), nos termos do artigo XI da Escritura de Emissão dos Bonds, definida abaixo, sendo prevista, na Solicitação de Consentimento, a assinatura de uma quarta alteração da Escritura de Emissão dos Bonds (a "4ª Alteração da Escritura dos Bonds") após o recebimento dos consentimentos necessários dos Bondholders conforme a Solicitação de Consentimento, liberando as garantias dadas pelas Sociedades Argentinas e as excluindo da Escritura de Emissão dos Bonds, resultando na Escritura de Emissão dos Bonds Modificada, com a exclusão das garantias e de quaisquer outras referências às Sociedades Argentinas, a qual será apresentada notariada, consularizada e traduzida junto com o presente Plano; e que a liberação de tais garantias outorgadas pelas Sociedades Argentinas está sujeita a uma condição resolutiva e deixará de produzir quaisquer efeitos no momento em que os Bondholders tomarem as medidas previstas na cláusula 2.2, hipótese em que as garantias concedidas pelas Sociedades Argentinas serão reconstituídas totalmente e terão plena validade e efeito; e

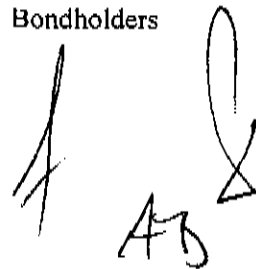
(H) Também concomitantemente à circulação deste Plano pela Lupatech S.A. aos Bondholders, o Grupo Lupatech propôs a Debenturistas condições de reperfilamento semelhantes às previstas, neste Plano, para os Bondholders, sendo a aceitação de tais condições, por Debenturistas que detem a maioria das Debêntures, a ser formalizada em instrumentos próprios, condição suspensiva para a implementação deste Plano, nos termos previstos abaixo.

As Partes celebram este Plano, nos termos do art. 163 da Lei 11.101/2005, que será regido pelas seguintes cláusulas e disposições, e que será submetido à Homologação Judicial por um juiz brasileiro para a vinculação de todos os Bondholders mediante a adesão e assinatura de Bondholders Signatários que representem no mínimo 3/5 (três quintos) do montante

whose identities were verified, in the records of the Depositary Trust Company ("DTC"), Euroclear and Clearstream, at the Record Date, by means of the Consent Solicitation (as defined below) for the release of the guarantees given by the Argentinean Companies (as defined below), under Article XI of the Bond Indenture, as defined below, which Consent Solicitation provided for the execution of a fourth supplemental indenture (the "Fourth Supplemental Indenture") following the receipt of the necessary consents from Bondholders in connection with the Consent Solicitation, amending the Bond Indenture, releasing the guarantees given by the Argentinean Companies and removing them as parties to the Bond Indenture, resulting in the Amended and Restated Bond Indenture excluding the guarantees given by or any other reference to the Argentinean Companies, which will be filed along with this Plan after being duly notarized, consularized and translated; and that the release of such guarantees given by the Argentinean Companies is subject to a condition subsequent and will cease to have any effect at such time as Bondholders may take measures pursuant to clause 2.2 hereof, in which case the guarantees given by the Argentinean Companies will be fully reinstated and will have full force and effect; and

(H) Also concurrently with the circulation of this Plan by Lupatech S.A. to the Bondholders, the Lupatech Group offered Debenture Holders restructuring terms similar to those offered to the Bondholders pursuant to this Plan; the approval of such terms by Debenture Holders holding a majority of Debentures, and which will be formalized through the execution of appropriate documents, is a condition precedent for the implementation of this Plan, as set forth below.

This Plan is hereby executed by the Parties pursuant to Article 163 of Brazilian Law 11.101/2005, in accordance with the following clauses and provisions, and will be subject to Court Confirmation (*homologação judicial*) by a Brazilian court in order to become binding on all Bondholders following its acceptance and execution by Signatory Bondholders

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total atualizado dos Bonds emitidos e em circulação no mercado, mas que vinculará todas as Partes, a partir da data da sua celebração.

O objetivo do Plano é permitir o soerguimento do Grupo Lupatech por meio das seguintes premissas (i) a renegociação da dívida representada pelos Bonds, (ii) a renegociação da dívida representada pelas Debêntures, (iii) o reperfilamento de parte da dívida financeira da Lupatech S.A. e suas controladas no Brasil para com determinadas instituições credoras, em condições adequadas à capacidade financeira das referidas sociedades; e (iv) a possibilidade de conversão da dívida em capital, a critério dos Bondholders, dos Debenturistas e das demais instituições credoras.

1. INTERPRETAÇÃO E DEFINIÇÕES

1.1. Os termos e expressões utilizados em letras iniciais maiúsculas, sempre que mencionados neste Plano, terão os significados que lhes são atribuídos nesta cláusula 1. Tais termos definidos serão utilizados, conforme apropriado, na sua forma singular ou plural, no gênero masculino ou feminino, sem que, com isso, percam o significado que lhes é atribuído. Exceto se especificado de forma diversa, todas as cláusulas e Anexos mencionados neste Plano referem-se a cláusulas e Anexos do próprio Plano. Os títulos dos capítulos e das cláusulas deste Plano foram incluídos exclusivamente para referência e não devem afetar o conteúdo de suas previsões.

1.2. Os termos utilizados neste Plano têm os significados definidos abaixo:

1.2.1. "Ações": Ações ordinárias de emissão da Lupatech S.A., inclusive as novas ações objeto do Aumento de Capital Social.

1.2.2. "ADR": American Depositary Receipts, recibos representativos de Ações, a serem emitidos pelo Depositário, nos termos deste Plano, não listados em nenhuma bolsa de valores norte-americana, nem registrados na *Securities and Exchange Commission* dos Estados Unidos.

representing at least 3/5 (three-fifths) of the total amount of the issued and outstanding Bonds, but will bind all Parties as from the date of execution hereof.

The purpose of the Plan is to enable the Lupatech Group to re-emerge through the following actions: (i) the renegotiation of the debt represented by the Bonds, (ii) the renegotiation of the debt represented by the Debentures, (iii) the restructuring of part of the financial debt of Lupatech S.A. and its subsidiaries in Brazil with certain entities that hold claims, under conditions appropriate to the financial capacity of such companies, and (iv) the possibility of conversion of debt into equity at the discretion of the holders of Bonds, Debentures and other entities that hold claims.

1. INTERPRETATION AND DEFINITIONS

1.1. The capitalized terms and expressions used in this Plan shall have the meanings ascribed to them in this clause 1. Such defined terms may be used, as appropriate, in the singular or plural, and male or female, without altering the meaning attributed to them. Unless specified otherwise, all references to clauses and Annexes in this Plan are references to clauses and Annexes of the Plan. The titles of each chapter and clause of this Plan were included exclusively for purposes of reference and shall not affect the content hereof.

1.2. The terms used in this Plan have the meanings defined below:

1.2.1. "Shares": Ordinary shares in the capital stock of Lupatech S.A., including the new shares to be issued in connection with the Capital Increase.

1.2.2. "ADR": American Depositary Receipts, securities representing Shares to be issued by the Depositary pursuant to this Plan and not listed on any U.S. stock exchange or registered with the U.S. Securities and Exchange Commission.

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1.2.3. "Aumento de Capital Social": Aumento de capital da Lupatech S.A., com a emissão de novas Ações a serem subscritas pelos Bondholders, pelos Debenturistas, e pelas demais instituições credoras do Grupo Lupatech, conforme o disposto neste Plano.

1.2.4. "Bondholders": Credores titulares dos Bonds.

1.2.5. "Bondholders Signatários": Bondholders que celebram este Plano e que representam _____% (_____) do montante total dos Bonds em circulação nesta data, incluindo os juros vencidos e não pagos, e que estão identificados no preâmbulo, em conjunto com seus cessionários e sucessores a qualquer título.

1.2.6. "Bonds": Os 9.875% *Guaranteed Perpetual Bonds*, notas perpétuas registradas e negociáveis emitidas pela Lupatech Finance Limited no montante total em circulação de US\$275.000.000,00 (duzentos e setenta e cinco milhões de dólares), que consiste em US\$200.000.000,00 (duzentos milhões de dólares dos Estados Unidos) inicialmente emitidos em 10 de julho de 2007 e adicionalmente US\$75.000.000,00 (setenta e cinco milhões de dólares dos Estados Unidos) emitidos em 30 de junho de 2008, e regidas pela Escritura de Emissão dos Bonds e pelo direito vigente no Estado de Nova Iorque, nos Estados Unidos da América.

1.2.7. "Condições Suspensivas": Condições suspensivas, no que se refere aos efeitos do Plano, conforme previstas na cláusula 4 deste Plano.

1.2.8. "Data de Cálculo": 2 (dois) Dias Úteis antes da reunião do conselho de administração da Lupatech S.A. que aprovar o Aumento de Capital.

1.2.9. "Data de Validade": Data em que Bondholders detentores de mais de 3/5 (três quintos) do montante total dos Bonds em circulação nesta data, incluindo os juros vencidos e não pagos, celebrem este Plano ou a ele adiram por meio da celebração de termo de adesão, em cada caso seja diretamente ou por meio de um

1.2.3. "Capital Increase": the capital increase of Lupatech S.A. by the issuance of new Shares to be subscribed by the Bondholders, Debenture Holders, and other entities that hold claims against the Lupatech Group, pursuant to this Plan.

1.2.4. "Bondholders": Creditors that are holders of the Bonds.

1.2.5. "Signatory Bondholders": Bondholders executing this Plan, representing _____% (_____) of the total amount of outstanding Bonds at this date, including accrued and unpaid interest, and which are identified in the preamble hereto, together with their assignees and successors of any nature.

1.2.6. "Bonds": The 9.875% *Guaranteed Perpetual Bonds*, being registered and negotiable perpetual bonds issued by Lupatech Finance Limited in the total outstanding amount of US\$275,000,000.00 (two hundred and seventy-five million United States dollars), consisting of US\$200,000,000.00 (two hundred million United States dollars), initially issued on July 10, 2007 and a further US\$75,000,000.00 (seventy-five million United States dollars) issued on June 30, 2008, all governed by the Bond Indenture and by the laws of the State of New York, United States of America.

1.2.7. "Conditions Precedent": Conditions precedent to the effectiveness of this Plan, as provided for in clause 4 of this Plan.

1.2.8. "Date of Calculation": 2 (two) Business Days prior to the meeting of the board of directors of Lupatech S.A. approving the Capital Increase.

1.2.9. "Effective Date": The date on which Bondholders holding more than 3/5 (three-fifths) of the total amount of the outstanding Bonds at this date, including accrued and unpaid interest, execute this Plan or adhere to it through execution of a form of adhesion, in each case either directly or through an

advogado ou agente de modo a se tornarem Bondholders Signatários.

attorney or other agent, in order to become Signatory Bondholders.

1.2.10. "Data do Registro": 26 de dezembro de 2013.

1.2.10. "Record Date": December 26, 2013.

1.2.11. "Debêntures": Debêntures conversíveis em Ações, com garantia flutuante, de emissão da Lupatech S.A., conforme regidas pela Escritura de Emissão das Debêntures.

1.2.11. "Debentures": The debentures convertible into Shares, secured by a floating charge, issued by Lupatech S.A., governed by the Debentures Indenture.

1.2.12. "Debenturistas": Titulares das Debêntures.

1.2.12. "Debenture Holders": The holders of the Debentures.

1.2.13. "Deposit Agreement": O *Deposit Agreement* datado de 15 de outubro de 2009, entre Lupatech S.A. e seus sucessores, JP Morgan Chase Bank N.A., como depositário, e todos os detentores, de tempos em tempos, de ADRs.

1.2.13. "Deposit Agreement": Deposit Agreement dated as of October 15, 2009 among Lupatech S.A. and its successors, JP Morgan Chase Bank, N.A., as depositary, and the holders from time to time of ADRs.

1.2.14. "Depositário": JP Morgan Chase Bank, N.A., depositário relacionado aos ADRs.

1.2.14. "Depositary": JP Morgan Chase Bank N.A. as depositary with respect to the ADRs.

1.2.15. "Dia Útil": Qualquer dia que não seja um sábado, um domingo ou um dia em que os bancos comerciais não estejam obrigados ou autorizados por lei a permanecer fechados na Cidade de São Paulo, Estado de São Paulo, Brasil e na Cidade de Nova Iorque, Estados Unidos da América, conforme o caso.

1.2.15. "Business Day": Any day other than Saturday, Sunday or a day in which commercial banks are required or authorized by law to remain closed in the City of São Paulo, State of São Paulo, Brazil and in the City of New York, United States of America, as the case may be.

1.2.16. "Escritura de Emissão das Debêntures": Instrumento Particular de Escritura da 2ª Emissão das Debêntures Conversíveis em Ações, da Espécie com Garantia Flutuante, para Colocação Privada, datada de 26 de maio de 2009, e alterada pelo Primeiro Aditamento à Escritura de Emissão, de 30 de dezembro de 2009, pelo Segundo Aditamento à Escritura de Emissão, de 30 de dezembro de 2010; e pelo Terceiro Aditamento à Escritura de Emissão, de 5 de agosto de 2011.

1.2.16. "Debentures Indenture": Indenture regarding the 2nd Issuance by way of Private Placement of Debentures Convertible into Shares, secured by a Floating Charge, dated May 26, 2009, and amended by the First Addendum to the Debentures Indenture dated December 30, 2009, by the Second Addendum to the Debentures Indenture dated December 30, 2010, and the Third Addendum to the Debentures Indenture dated August 5, 2011.

1.2.17. "Escritura de Emissão das Novas Notas": Tem o significado previsto na cláusula 5.2 abaixo.

1.2.17. "New Notes Indenture": Has the meaning ascribed thereto in clause 5.2 below.

1.2.18. "Escritura de Emissão dos Bonds": Escritura de emissão dos Bonds (*Indenture*) datada de 10 de julho de 2007, e alterada pelo 1º Aditivo de 30 de

1.2.18. "Bond Indenture": Indenture relating to the Bonds, dated as of July 10, 2007, as amended by a Supplemental Indenture dated as of June 30, 2008, a

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junho de 2008, pelo 2º Aditivo de 28 de novembro de 2008 e pelo 3º Aditivo de 16 de dezembro de 2011. Com a celebração da 4ª Alteração da Escritura dos Bonds, a expressão "Escritura de Emissão dos Bonds" fará referência à Escritura de Emissão dos Bonds conforme alterada pela 4ª Alteração da Escritura dos Bonds.

1.2.19; "Escritura de Emissão dos Bonds Modificada": Escritura de emissão dos Bonds (*Indenture*) datada de 10 de julho de 2007, e alterada pelo 1º Aditivo de 30 de junho de 2008, pelo 2º Aditivo de 28 de novembro de 2008, pelo 3º Aditivo de 16 de dezembro de 2011 e pela 4ª Alteração da Escritura dos Bonds, consolidada.

1.2.20. "Homologação Judicial": Decisão judicial que homologa o Plano, nos termos do artigo 165 da Lei de Falências. Para os efeitos deste Plano, considera-se que a Homologação Judicial do Plano ocorre na data da publicação da referida decisão no Diário de Justiça do Estado de São Paulo.

1.2.21. "Lei de Falências": Lei 11.101, de 9 de fevereiro de 2005.

1.2.22. "Mandatário": Um agente, corretor, banco comercial, agente fiduciário, ou outro mandatário que detém valores mobiliários por meio do DTC em benefício das partes beneficiárias não reveladas de tais valores mobiliários.

1.2.23. "Novas Notas": Notas representativas de dívida, regidas pelo direito do Estado de Nova Iorque, a serem emitidas no exterior pela Lupatech Finance Limited, ou por outra subsidiária da Lupatech S.A., e garantidas pela Lupatech S.A., nos termos da cláusula 5.2 deste Plano.

1.2.24. "Partes": O Grupo Lupatech e os Bondholders Signatários.

1.2.25. "Plano": Este plano de recuperação extrajudicial, conforme aditado, modificado ou alterado de tempos em tempos.

Second Supplemental Indenture dated as of November 28, 2008 and by a Third Supplemental Indenture dated as of December 16, 2011. Upon the execution of the Fourth Supplemental Indenture, the expression "Bond Indenture" will refer to the Amended and Restated Bond Indenture, being the Bond Indenture as amended by the Fourth Supplemental Indenture.

1.2.19. "Amended and Restated Bond Indenture": The Bond Indenture dated as of July 10, 2007, as amended by a Supplemental Indenture dated as of June 30, 2008, a Second Supplemental Indenture dated as of November 28, 2008, a Third Supplemental Indenture dated as of December 16 2011 and the Fourth Supplemental Indenture and restated.

1.2.20. "Court Confirmation": Court decision that confirms the Plan (*homologação judicial*), pursuant to Article 165 of the Brazilian Bankruptcy Law. For the purposes of this Plan, the Court Confirmation of the Plan is deemed to be effective at the date of publication of the decision in the Official Court Gazette (*Diário de Justiça*) of the State of São Paulo.

1.2.21. "Brazilian Bankruptcy Law": Law 11,101, of February 9, 2005.

1.2.22. "Nominee: A broker, dealer, commercial bank, trust company, or other nominee that holds securities through the DTC in "street name" on behalf of underlying beneficial owners of the securities.

1.2.23. "New Notes": Notes representing debt, governed by the law of the State of New York, to be issued outside Brazil by Lupatech Finance Limited, or another subsidiary of Lupatech S.A., and guaranteed by Lupatech S.A., pursuant to clause 5.2 of this Plan.

1.2.24. "Parties": The Lupatech Group and the Signatory Bondholders.

1.2.25. "Plan": This Pre-Packaged Reorganization Plan, as amended, modified or altered from time to time.



1.2.26. "Sociedades Argentinas": Em conjunto, Válvulas Worcester de Argentina S.A., Jefferson Sudamerica S.A., Industria y Tecnología en Aceros S.A. e Esferomatic S.A.

1.2.27. "Solicitação de Consentimento": Deverá ter o significado apresentado no parágrafo (G) dos considerandos deste Plano.

1.2.28. "Trustee": Agente fiduciário dos Bonds, o Bank of New York Mellon, instituição financeira constituída de acordo com a Escritura de Emissão de Bonds e as leis do Estado de Nova Iorque, Estados Unidos da América, com endereço na 101 Barclay Street, 4-E, New York, New York 10286.

2. DA VINCULAÇÃO DAS PARTES AO PLANO

2.1. Este Plano vincula o Grupo Lupatech os Bondholders Signatários, e seus cessionários e sucessores a qualquer título a partir da data de sua celebração, mas a natureza vinculativa deste Plano deverá se encerrar se, além de qualquer outra hipótese de rescisão aqui especificada, e se não houver dispensa, por Bondholders detentores de mais de 50% (cinquenta por cento) dos Bonds em circulação, a Homologação Judicial do Plano, ou a prolação de uma decisão, por um juiz norte-americano, reconhecendo e concedendo eficácia ao Plano nos termos do *Chapter 15* do *Title 11* do *United States Code*, ou medida similar, conforme prevista no Plano, não tiver sido obtida até 18 de agosto de 2014, ou em qualquer prorrogação desse prazo. Este Plano constituiu um título executivo extrajudicial a partir da Data de Validade, mas somente na hipótese de a Homologação Judicial do Plano, ou a prolação de uma decisão, por um juiz norte-americano, reconhecendo e concedendo eficácia ao Plano nos termos do *Chapter 15* do *Title 11* do *United States Code*, ou outra medida similar, conforme prevista no Plano, tiver sido obtida até 18 de agosto de 2014, ou em qualquer prorrogação desse prazo.

2.2. Exceto na hipótese de (a) não verificação, ou não

1.2.26. "Argentinean Companies": Collectively, Válvulas Worcester de Argentina S.A., Jefferson Sudamerica S.A., Industria y Tecnología en Aceros S.A. and Esferomatic S.A.

1.2.27. "Consent Solicitation": Shall have the meaning set forth in paragraph (G) of the recitals hereto.

1.2.28. "Trustee": The Trustee of the Bonds, the Bank of New York Mellon, a financial institution organized under the laws of the State of New York, United States of America, with its address at 101 Barclay Street, 4E, New York, New York 10286.

2. BINDING EFFECTS OF THE PLAN IN RELATION TO THE PARTIES

2.1. This plan binds the Lupatech Group and the Signatory Bondholders, and their assignees and successors of any nature, from the date of execution hereof, but the binding nature of this Plan shall terminate if, in addition to other termination events specified herein, and if there is no waiver by Bondholders holding more than 50% (fifty percent) of the outstanding Bonds, either Court Confirmation thereof, or entry of a United States Court order recognizing and enforcing the Plan under Chapter 15 of Title 11 of the United States Code, or similar measure, as provided for in the Plan, is not achieved, by 18 August 2014, or any extension thereof. This Plan constitutes an enforceable extrajudicial instrument commencing on the Effective Date, but only in the event Court Confirmation and entry of a United States Court order recognizing and enforcing the Plan under Chapter 15 of Title 11 of the United States Code, or other similar measure, as provided for in the Plan, is achieved by 18 August 2014 or any extension thereof.

2.2. Except in the event of (a) failure of any Condition

dispensa, de qualquer Condição Suspensiva, no prazo e na forma previstos na cláusula 4 deste Plano, (b) descumprimento dos termos deste Plano, até a data em que em que o Plano se tornar eficaz nos Estados Unidos, desde que tal descumprimento não seja dispensado nos termos deste Plano, ou (c) um ou mais credores do Grupo Lupatech (com exceção dos Bondholders), cujos créditos totalizem mais de US\$ 40.000.000,00 (quarenta milhões de dólares dos Estados Unidos), ou o equivalente em qualquer outra moeda, até a data em que o Plano se tornar eficaz nos Estados Unidos, (c1) ajuizarem uma execução contra qualquer sociedade do Grupo Lupatech, e tal execução não tiver sido solucionada no prazo de até 30 (trinta) dias, ou (c2) ajuizarem um pedido de falência de qualquer sociedade do Grupo Lupatech, e tal pedido não tiver sido solucionado no prazo de até 30 (trinta) dias (sendo que, na hipótese de haver o ajuizamento de tais medidas por outros credores, detentores de não menos do que a maioria dos Bonds podem decidir pôr termo às obrigações contidas nesta cláusula 2.2), os Bondholders Signatários não poderão, a partir da data de celebração deste Plano, e todos os Bondholders não poderão, a partir da Data de Validade, propor nenhuma medida, judicial ou extrajudicial, no Brasil ou no exterior, que vise à cobrança ou o recebimento dos seus créditos decorrentes dos Bonds, inclusive (i) ajuizar ou prosseguir com qualquer ação ou processo judicial ou arbitral de qualquer tipo; (ii) executar qualquer sentença, decisão judicial ou sentença arbitral contra qualquer sociedade do Grupo Lupatech; (iii) penhorar ou executar garantias reais ou fiduciárias sobre quaisquer bens de qualquer sociedade do Grupo Lupatech; e (iv) buscar a satisfação de seus créditos por quaisquer outros meios.

2.3. As Partes reconhecem que os Bondholders, por terem seus créditos decorrentes da Escritura de Emissão dos Bonds, constituem um grupo de credores de mesma natureza e sujeitos a condições semelhantes de pagamento, perfazendo, portanto, todos os requisitos previstos no art. 163, §1º, da Lei de Falências para que correspondam ao universo dos credores abrangidos por este Plano. Dessa forma, as Partes reconhecem que a partir da Data de Validade, este Plano, tendo sido celebrado por Bondholders

Precedent to be satisfied or waived, within the time period and the terms specified in clause 4 of this Plan; (b) breach of the provisions of this Plan, until the date on which the Plan becomes enforceable in the United States, and provided that such breach is not waived pursuant to this Plan, or (c) one or more other creditors of the Lupatech Group (other than Bondholders), whose aggregate claim exceeds US\$40,000,000.00 (forty million United States dollars), or the equivalent in any other currency, shall, until the date on which the Plan becomes enforceable in the United States, (c1) file an enforcement action against any company of the Lupatech Group, and such enforcement action not be remedied within 30 (thirty) days, or (c2) file for the bankruptcy liquidation of any entity of the Lupatech Group, and such petition not be remedied within 30 (thirty) days (upon which other creditor enforcement event holders of no less than a majority of the Bonds may elect to terminate the obligations contained in this clause 2.2), Signatory Bondholders shall not, from the date of execution of this Plan, and no Bondholder may, from the Effective Date, take any measure, either in or out of court, in Brazil or abroad, seeking to enforce or collect claims arising from the Bonds, including (i) filing or proceeding with any legal action, court proceeding or arbitration of any kind, (ii) enforcing any court decision or arbitral award against any member of the Lupatech Group, (iii) attaching or enforcing security over any assets of any member of the Lupatech Group, or (iv) seeking payment of their claims by any other means.

2.3. The Parties acknowledge that, since their claims arise from the Bond Indenture, the Bondholders form a group of creditors of the same nature and subject to similar payment conditions, thereby fulfilling all the requirements of Article 163, 1st paragraph, of the Brazilian Bankruptcy Law as corresponding to creditors covered by this Plan. Thus, the Parties acknowledge that commencing from the Effective Date, this Plan, following execution by Signatory Bondholders holding Bonds with a face value

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Signatários que sejam titulares de Bonds com valor de face que represente mais de 3/5 (três quintos) do montante total dos Bonds em circulação nesta data, incluindo os juros vencidos e não pagos, deverá ser levado à Homologação Judicial com o objetivo de vincular a totalidade dos Bondholders, ainda que não se manifestem ou que não concordem com os termos deste Plano.

2.4. Com a Homologação Judicial, o Plano se tornará um título executivo judicial e vinculará, além dos Bondholders Signatários, todos os demais Bondholders, independentemente de sua concordância ou adesão ao Plano.

3. DA DÍVIDA REESTRUTURADA NOS TERMOS DO PLANO

3.1. O montante total da dívida do Grupo Lupatech para com os Bondholders, devidamente atualizada de acordo com os termos da Escritura de Emissão dos Bonds, incluindo os juros vencidos e não pagos, corresponde, em 30 de setembro de 2013, ao montante de US\$294.612.847,22 (duzentos e noventa e quatro milhões, seiscentos e doze mil e oitocentos e quarenta e sete dólares dos Estados Unidos e vinte e dois centavos).

3.2. Os Bondholders Signatários são, conjuntamente, na data de celebração deste Plano, detentores de _____ dos _____ Bonds emitidos, no montante total de US\$ _____ (_____), incluindo os juros vencidos e não pagos, conforme os documentos constantes do Anexo 3.2, de forma que são titulares de _____ % (_____) do montante total dos créditos sujeitos ao Plano.

3.3. Os juros continuarão a ser aplicados à dívida decorrente dos Bonds, das Debêntures e dos demais créditos a serem reestruturados nos termos da cláusula 4 deste Plano até a Data de Cálculo.

4. DAS CONDIÇÕES SUSPENSIVAS

4.1. A implementação deste Plano está sujeita à verificação das seguintes Condições Suspensivas:

representing more than 3/5 (three-fifths) of the total outstanding principal amount of the Bonds at this date, including accrued and unpaid interest, may be subjected to Court Confirmation in order to bind all the Bondholders, including those who did not respond to this Plan and those who did not agree with its terms.

2.4. Following receipt of the Court Confirmation, the Plan will become a judicially enforceable instrument and will bind, in addition to the Signatory Bondholders, all other Bondholders, irrespective of whether they agreed with or adhered to the Plan.

3. RESTRUCTURING OF DEBT PURSUANT TO THE PLAN

3.1. The total amount owed by the Lupatech Group to the Bondholders, as duly updated in accordance with the terms of the Bond Indenture, including accrued and unpaid interest, corresponds, on September 30, 2013, to the amount of US\$294,612,847.22 (two hundred and ninety-four million, six hundred twelve thousand eight hundred forty-seven United States dollars and twenty two cents).

3.2. The Signatory Bondholders together hold, at the date of execution of this Plan, _____ of the _____ issued Bonds, in the total amount of US\$ _____ (_____), including accrued and unpaid interest, according to the documents provided in Annex 3.2, equal to _____ % (_____) of the total value of claims subject to the Plan.

3.3. Interest shall continue to be applicable to the debt under the Bonds, the Debentures and the other claims to be restructured pursuant to clause 4 of this Plan through the Date of Calculation.

4. CONDITIONS PRECEDENT

4.1. The implementation of this Plan is subject to the

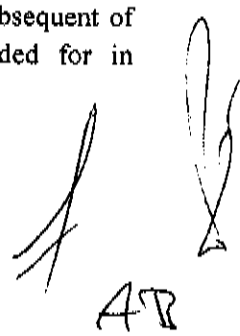
(i) Acionistas da Lupatech S.A. deverão ter autorizado formalmente o aumento do capital autorizado em montante suficiente para a emissão das novas Ações para todos os credores elegíveis conforme a cláusula 5.3, de modo que o aumento de capital e a emissão de novas Ações possam ser implementados pelo conselho de administração da Lupatech S.A. em cumprimento deste Plano. Os detentores das novas Ações deverão se beneficiar do direito de preferência e de outras disposições anti-diluição contidas na Lei 6.404 de 1976 (a "Lei das Sociedades Por Ações").

(ii) Sujeita às condições suspensivas, que podem ser dispensadas a qualquer momento pelos Debenturistas, consistentes no reconhecimento dos efeitos do Plano nos Estados Unidos, conforme a cláusula 6.1, e na verificação das demais Condições Suspensivas no prazo previsto na cláusula 4.3, a concordância de Debenturistas representando no mínimo 2/3 (dois terços) das Debêntures em circulação, em receber seus créditos, em termos similares aos aplicáveis aos Bonds, por meio (a) de novas debêntures, expressadas em reais, representativas de 15% (quinze por cento) da dívida total representada pelas Debêntures, que deverão ser pagas em 5 (cinco) anos adicionais (com amortizações periódicas iguais do principal), após um período de carência de 2 (dois) anos, e sobre as quais incidirão, desde o início do período de carência, juros correspondentes à variação acumulada de 100% das taxas médias diárias do Depósito Interfinanceiro (DI) de um dia, "over extra-grupo", expressas na forma percentual ao ano, com base em 252 (duzentos e cinquenta e dois) dias úteis; e (b) o direito de subscrever Ações da Lupatech S.A., por meio da capitalização de 85% (oitenta e cinco por cento) dos créditos decorrentes das Debêntures, pelo preço de subscrição de R\$0,25 (vinte e cinco centavos) por Ação, respeitados, quando da referida capitalização, limites legais e regulamentares, sendo o eventual excedente alocado em nova emissão de debêntures; a concordância dos Debenturistas de que trata este item (ii) estará ainda sujeita à condição resolutiva de os Bondholders utilizarem o direito previsto na cláusula 2.2 deste Plano;

following Conditions Precedent:

(i) Shareholders of Lupatech S.A. shall have formally authorized an increase in the authorized capital in an amount sufficient for the issuance of new Shares to all eligible creditors pursuant to article 5.3 below, so that the capital increase and the issuance of the new Shares may be implemented by Lupatech S.A.'s board-of-directors in compliance with this Plan. The holders of the new Shares shall benefit from the right of first refusal and other anti-dilution provisions contained in Law 6,404/1976 (the "Brazilian Corporation Law").

(ii) Subject to the conditions precedent, which may be waived at any time by the Debenture Holders, and which include the recognition of the Plan in the United States, pursuant to clause 6.1 hereof and the implementation of the other Conditions Precedent within the deadline provided for in clause 4.3, the agreement of Debenture Holders holding at least 2/3 (two thirds) of the outstanding Debentures, to receive in payment for their claims, in terms similar to those applicable to the Bonds, as follows: (a) new R\$-denominated debentures corresponding to 15% (fifteen percent) of the total debt represented by the Debentures, which shall be paid in 5 (five) additional years (equal periodic amortization of principal) following a grace period of 2 (two) years, and over which shall accrue, from the initial term of the grace period, interest corresponding to the accrued variance of 100% (one hundred per cent) of the daily average rates of Interbank Deposit (DI) of one day "over extra group", expressed in the percentage form per year, on a 252 (two hundred and fifty-two) business days basis; and (b) the right to subscribe for new Shares issued by Lupatech S.A., through capitalization of 85% (eighty-five per cent) of the claims deriving from the Debentures, for the subscription price of R\$0.25 (twenty-five centavos) per Share, up to the limit of any applicable legal and regulatory restrictions, which, if exceeded, shall be allocated in new debentures; the agreement of Debentures Holders referred to in this item (ii) is still subject to the condition subsequent of Bondholders enforcing their right provided for in clause 2.2 of this Plan;

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(iii) (a) Não menos do que R\$52.000.000,00 (cinquenta e dois milhões de reais) de dívida com garantia real do Grupo Lupatech, em 30 de setembro de 2013, tenha sido reperfilada para pagamento em 6 (seis) anos; (b) não menos do que R\$15.000.000,00 (quinze milhões de reais) de dívida sem garantia do Grupo Lupatech devida a partes relacionadas aos acionistas atuais da Lupatech S.A., em 30 de setembro de 2013, tenha sido reestruturada nos mesmos termos aplicáveis aos Debenturistas, conforme descritos no item (ii) desta cláusula 4.1; e (c) não menos do que R\$192.000.000,00 (cento e noventa e dois milhões de reais) de dívida sem garantia, ou com garantia parcial, do Grupo Lupatech, em 30 de setembro de 2013, tenha sido reperfilada para ser paga nos seguintes termos: para dívidas denominadas em reais, incidirão juros remuneratórios de 3% (três por cento) ao ano; haverá carência de pagamento do principal e juros por um período de 4 (quatro) anos; e haverá o pagamento do principal e dos juros em 8 (oito) anos adicionais (com amortizações periódicas iguais do principal), ou, se for o caso, por meio da capitalização de créditos, nas mesmas condições às aplicáveis aos Debenturistas, pelo preço de subscrição de R\$0,25 (vinte e cinco centavos) por Ação, sendo permitida, contudo, a capitalização de até 100% (cem por cento) de seus créditos, nos mesmos termos e condições, desde que a opção de capitalizar mais de 85% (oitenta e cinco por cento) dos seus créditos tenha sido escolhida até a data em que em que um juiz nos Estados Unidos reconhecer e aplicar o Plano, de acordo com o *Chapter 15* do *Title 11* do *United States Code*, ou até a data em que o Plano se tornar eficaz nos Estados Unidos. Nenhum outro credor detentor de créditos que serão reestruturados nos termos da cláusula 4 poderão, com relação a tais créditos, (d) receber pagamento de quaisquer juros incorridos e não pagos, que deverão ser acrescidos ao valor principal de sua dívida reestruturada, (e) receber qualquer pagamento ou pré-pagamento de principal depois desta data e antes da eficácia deste Plano, a menos que um pagamento proporcional seja feito simultaneamente aos detentores de Bonds, aos detentores de Debentures e demais instituições que detenham créditos contra o Grupo Lupatech e que concordem em capitalizar seus

(iii) (a) No less than R\$52,000,000.00 (fifty-two million Reals) of Lupatech Group secured debt, as of 30 September 2013, shall have been restructured by a 6 (six) year maturity extension; (b) no less than R\$15,000,000.00 (fifteen million Reals) of Lupatech Group unsecured debt owed to parties related to the current shareholders of Lupatech S.A., as of 30 September 2013, shall have been restructured upon the same terms applicable to the Debenture Holders, as described in item (ii) of this clause 4.1; and (c) no less than R\$192,000,000.00 (one hundred ninety two million Reals) of Lupatech Group unsecured or partially secured debt, as of 30 September 2013, shall have been restructured so as to be repaid on the following terms: R\$-denominated, there shall be an interest rate of 3 (three) per cent per year; there shall be a grace period of 4 (four) years for both principal and interests; and both the principal amount and the interests shall be paid in 8 (eight) additional years (equal periodic amortization of principal), or as the case may be, through capitalization of their claims, upon the same terms to those applicable to the Debenture Holders, for the subscription price of R\$0.25 (twenty-five centavos) per Share, being, however, allowed the capitalization of up to 100% (one hundred per cent) of their claims, under such terms and conditions, provided the option to capitalize more than 85% (eighty-five percent) of their claims shall have been selected by the time on which a court in the United States grants an order recognizing and enforcing the Plan pursuant to Chapter 15 of Title 11 of The United States Code, or by the time on which the Plan becomes enforceable in the United States. No such other creditor holding claims which will be restructured as provided in clause 4 shall, with respect to such claims, (d) receive payment of any currently accrued and unpaid interest, which shall be added to the principal balance of its restructured claim, (e) receive any payment or prepayment of principal after the date hereof and before the effectiveness of this Plan unless a pro rata payment shall also be made to holders of the Bonds simultaneously, to Debenture Holders and such other entities that hold claims against the Lupatech Group which agree to capitalize their claims, or (f) have or receive the benefit of any

créditos, ou (f) ter ou receber o benefício de qualquer preferência, termo, condição, obrigação, garantia ou outro benefício a seu crédito que não seja proporcionalmente conferido em benefício das Novas Notas, das Debentures e dos créditos das demais instituições que os detenham contra o Grupo Lupatech e que concordem em capitalizar referidos créditos (além das garantias sobre os bens que já tenham sido outorgadas aos credores e que sejam eficazes nesta data, sendo acordado que tais garantias não poderão ser de forma alguma aumentadas ou reforçadas);

(iv) A Homologação Judicial do Plano tenha ocorrido e não esteja sujeita a efeito suspensivo concedido por decisão judicial; e

(v) O Plano tenha sido reconhecido e seja eficaz nos Estados Unidos, por meio de uma decisão judicial em um processo consoante o *Chapter 15* do *Title 11* do *United States Code*, ou por outra medida similar, e cujos efeitos não tenham sido suspensos.

4.2. Sem prejuízo de qualquer disposição em contrário prevista neste Plano, este Plano não produz efeitos para as Partes, bem como não as vincula, exceto na medida em que todas as Condições Suspensivas sejam cumulativa e tempestivamente atendidas, ou dispensadas, inclusive, sem limitação, o prazo previsto na cláusula 4.3 abaixo. Cada Condição Suspensiva poderá ser dispensada somente por meio do acordo de Bondholders detentores de no mínimo 50% (cinquenta por cento) do total dos Bonds em circulação.

4.3. As Condições Suspensivas deverão ter sido satisfeitas ou dispensadas até 18 de agosto de 2014. O Grupo Lupatech envidará seus melhores esforços para satisfazer todas as Condições Suspensivas no menor prazo possível. Se todas as Condições Suspensivas não tiverem sido verificadas ou dispensadas até 18 de agosto de 2014, este Plano deverá ser rescindido e todos os termos dos Bonds, inclusive os termos de pagamento, deverão ser integralmente restituídos, exceto se a rescisão for dispensada e o prazo for estendido por meio da concordância de Bondholders detentores de no mínimo 50% (cinquenta por cento) do total dos Bonds em circulação. Nessa hipótese, o Plano

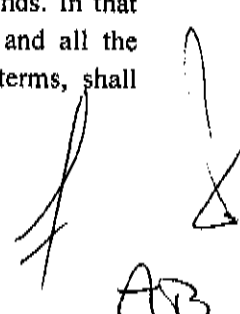
priority, term, condition, covenant, guarantee or other credit support that is not also ratably provided for the benefit of the New Notes, the Debentures and the claims that other entities hold against the Lupatech Group which agree to capitalize such claims (other than asset security that has been granted to lenders and is effective on the date hereof, it being agreed such collateral security may not be expanded or enhanced in any way);

(iv) The Court Confirmation shall have occurred and not be subject to a suspensive effect granted by a court decision; and

(v) The Plan shall have been recognized and enforced in the United States via a court order in a proceeding under Chapter 15 of Title 11 of the United States Code, or by another similar measure, the effect of which shall not have been stayed.

4.2. Notwithstanding anything to the contrary contained in this Plan, this Plan shall have no effect with respect to the Parties and shall not bind them, unless each of the Conditions Precedent shall have been satisfied on a timely basis, or waived, including, without limitation, the deadline specified in clause 4.3 below. Each of the Conditions Precedent may be waived only by the agreement of Bondholders holding at least 50% (fifty percent) of the total outstanding Bonds.

4.3. Each of the Conditions Precedent shall have been satisfied or waived no later than 18 August 2014. The Lupatech Group will make their best efforts to satisfy all the Conditions Precedent in the shortest time possible. If all Conditions Precedent have not been satisfied or waived by 18 August 2014, this Plan shall be terminated and all the terms of the Bonds, including payment terms, shall be fully reinstated, except if such termination is waived and the deadline is extended by the agreement of Bondholders holding at least 50% (fifty percent) of the total outstanding Bonds. In that case, this Plan shall only be terminated and all the terms of the Bonds, including payment terms, shall



somente será rescindido, e os termos dos Bonds, inclusive os termos de pagamento, somente serão reconstituídos, após o esgotamento do novo prazo estabelecido pela concordância de Bondholders detentores de no mínimo 50% (cinquenta por cento) do total dos Bonds em circulação.

4.4. A Lupatech S.A. e a Lupatech Finance Limited se comprometem a notificar o Trustee, o The Garden City Group, Inc., o DTC, a Euroclear e a Clearstream (i) da ocorrência de qualquer dos eventos de vencimento antecipado especificados na cláusula 7.2 deste Plano ou (ii) do não cumprimento de qualquer das Condições Suspensivas deste Plano no prazo especificado na cláusula 4.3. A partir de qualquer desses eventos, qualquer bloqueio que afete os Bondholders no Automated Tender Offer Program ("ATOP") mantido pelos sistemas de compensação do DTC, da Euroclear e da Clearstream será cancelado. Em todo caso, o Grupo Lupatech deverá promover o cancelamento do bloqueio no ATOP e nos sistemas de compensação até (i) 18 de agosto de 2014; ou (ii) no término de qualquer prorrogação de prazo conferido pelos Bondholders de acordo com a cláusula 4.3 deste Plano, o que ocorrer depois.

5. DO PAGAMENTO AOS CREDITORES

5.1. Os Bondholders receberão, em pagamento de seus créditos decorrentes dos Bonds, as Novas Notas, para serem trocadas por 15% (quinze por cento) do crédito devido por cada Bondholder, e o direito de converter os 85% (oitenta e cinco por cento) remanescentes do crédito devido por cada Bondholder em Ações ou ADRs representando Ações da Lupatech S.A., conforme o disposto neste Plano. O Grupo Lupatech não se responsabiliza pelos Bondholders que não puderem subscrever, integralizar ou receber Ações ou ADRs da Lupatech S.A. em razão de qualquer restrição decorrente da lei ou de políticas ou regulamentos internos.

5.2. As Novas Notas, representativas da dívida denominada em dólares dos Estados Unidos, serão emitidas com valor de face equivalente a 15% (quinze por cento) do montante atualizado (inclusive juros

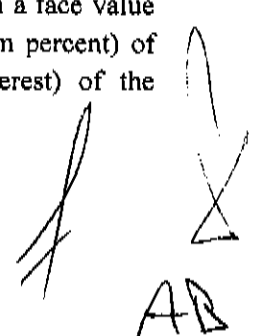
only be fully reinstated, after the expiration of the new deadline established by the agreement of Bondholders holding at least 50% (fifty percent) of the total outstanding Bonds.

4.4. Lupatech S.A. and Lupatech Finance Limited undertake to notify the Trustee, The Garden City Group, Inc., DTC, Euroclear and Clearstream of (i) the occurrence of any of the events of default specified in Clause 7.2 of this Plan or (ii) the failure to comply with any Condition Precedent to this Plan within the time period specified in clause 4.3. Upon any such event, any blocking event affecting the Bonds in the Automated Tender Offer Program ("ATOP") maintained by DTC and the Euroclear and Clearstream clearing systems will be canceled. In all events, Lupatech Group will cause the blocking event in ATOP and the clearing systems to be canceled no later than (i) August 18, 2014 or (ii) the expiry of any extension of time granted by bondholders pursuant to clause 4.3 of this Plan, whichever is later.

5. PAYMENT TO THE CREDITORS

5.1. The Bondholders will receive, as payment of their claims under the Bonds, the New Notes, to be exchanged for 15% (fifteen percent) of each such Bondholders' claim, and the right to convert the remaining 85% (eighty five percent) of each such Bondholders' claim into Shares or ADRs representing Shares of Lupatech S.A., as provided for in this Plan. The Lupatech Group takes no responsibility for the Bondholders who are not able to subscribe, pay-up, or receive Shares or ADRs of Lupatech S.A. due to any restriction deriving from the law or from internal rules or policies.

5.2. The New Notes, representing debt denominated in United States dollars, will be issued with a face value in the amount equivalent to 15% (fifteen percent) of the updated amount (with accrued interest) of the



incorridos) dos Bonds detidos por cada Bondholder, totalizando o montante de US\$ _____ (_____), calculado em _____, que será convertido em reais pela PTAX 800 na Data de Cálculo, para efeitos de cálculo do valor remanescente que poderá ser capitalizado na forma da cláusula 5.3. As Novas Notas serão emitidas prontamente a contar da data em que um juiz nos Estados Unidos reconhecer e aplicar o Plano, de acordo com o *Chapter 15* do *Title 11* do *United States Code*, ou da data em que o Plano se tornar eficaz nos Estados Unidos. As Novas Notas deverão ser emitidas de acordo com os termos principais estabelecidos no Anexo 5.2 e serão regidas por uma nova escritura de emissão contemplando tais termos, e que terá forma substancialmente idêntica à Escritura de Emissão dos Bonds existente, exceto no que diz respeito ao conteúdo do Anexo 5.2 (a "Escritura de Emissão das Novas Notas"). Os Bondholders na data de corte a ser estabelecida para fins de emissão das Novas Notas receberão as Novas Notas em substituição aos Bonds de acordo com os procedimentos especificados e comunicados pelo Trustee. Eventuais frações decorrentes da conversão de créditos nas Novas Notas serão desconsideradas. Se, ao tempo de emissão das Novas Notas, e do término da Escritura de Emissão dos Bonds, a conversão dos 85% (oitenta e cinco por cento) remanescentes dos créditos dos Bondholders em Ações ou ADRs representativas de Ações da Lupatech S.A. não tiver sido implementada por qualquer motivo, tais 85% (oitenta e cinco por cento) dos créditos dos Bondholders permanecerão existindo sob, e representados por, este Plano, para o fim exclusivo de serem usados para integralizar as Ações ou ADRs representativos de Ações da Lupatech S.A., subscritos por cada Bondholder (ou para tais Bondholders receberem imediatamente a distribuição dos recursos em dinheiro pagos pelos acionistas que exercerem seus direitos de preferência, conforme previsto na cláusula 5.3 abaixo).

5.3. Adicionalmente ao previsto na cláusula 5.2 acima, os Bondholders terão o direito (mas não a obrigação), observado o disposto na cláusula 5.4, de capitalizar o montante remanescente, equivalente a 85% (oitenta e cinco) dos seus créditos decorrentes dos Bonds,

Bonds held by each Bondholder, in the total amount of US\$ _____ (_____), calculated as of _____, which will be converted into Brazilian Reais at the PTAX 800 rate at the Date of Calculation, for the purposes of calculating the remaining amount that can be capitalized pursuant to clause 5.3. The New Notes will be issued promptly following the date on which a court in the United States grants an order recognizing and enforcing the Plan pursuant to Chapter 15 of Title 11 of The United States Code, or the date on which the Plan becomes enforceable in the United States. The New Notes will be issued in accordance with the principal terms set forth in Annex 5.2 hereto and will be governed by a new indenture setting forth such terms, which new indenture shall be in form substantially identical to the existing Bond Indenture except to the extent specified on Annex 5.2. (the "New Notes Indenture") Bondholders at a record date to be established for purposes of the issuance of the New Notes shall receive the New Notes in exchange for the Bonds in accordance with procedures to be specified and communicated through the Trustee. Any fractional amounts deriving from the conversion of the debt into New Notes will be disregarded. If by the time of the issuance of the New Notes, and termination of the Bonds Indenture, the conversion of the remaining 85% (eighty five percent) of a Bondholders' claim into Shares or ADRs representing Shares of Lupatech S.A. has not been fully implemented for any reason, such remaining 85% (eighty five percent) of such Bondholder's claim will remain outstanding under, and represented by, this Plan for the exclusive purpose of being used to pay-up the Shares or ADRs representing Shares of Lupatech S.A., ascribed to such Bondholder (or for such Bondholders to receive immediate distribution of the cash paid-up by shareholders who exercise their preemptive rights, as provided for in clause 5.3 below).

5.3. In addition to the provisions set forth in clause 5.2 above, the Bondholders will have the right (but not the obligation), subject to the provisions of clause 5.4, to capitalize the remaining amount equivalent to 85% (eighty-five percent) of their claims deriving from the

incluindo os juros vencidos e não pagos, em Ações ou em ADRs representativos de Ações da Lupatech S.A. Cada Bondholder que pretender capitalizar seus créditos nos termos previstos nessa cláusula deverá fazê-lo com relação à totalidade de seus créditos (com exceção do montante de seu crédito que será trocado pelas Novas Notas, consoante a cláusula 5.2), e deverá também assumir tal compromisso ao aderir ao presente Plano, o qual será irrevogável e irretroatável, sujeito aos termos e condições especificados neste instrumento. Cada ADR deve representar 1 (uma) Ação. As Ações (incluindo as Ações representadas pelos ADRs) serão subscritas ao preço de R\$ 0,25 (vinte e cinco centavos) por Ação, que poderão ser pagos pelos Bondholders por meio da conversão do crédito decorrente dos Bonds. As novas Ações ou ADRs serão emitidas pela Lupatech S.A. e entregues aos Bondholders que elegeram converter seus créditos em Ações ou ADRs (conforme o caso) prontamente, logo após o dia em que um juiz nos Estados Unidos conceder uma medida reconhecendo e tornando eficaz o Plano de acordo com o *Chapter 15* do *Title 11* do *United States Code*, ou o dia em que o Plano se tornar eficaz nos Estados Unidos.

5.4. Os Bondholders que não apresentarem manifestação pelo exercício do direito de capitalização dos créditos previsto na cláusula 5.3 no prazo previsto no Plano decairão automaticamente desse direito. Em decorrência disso, parte do montante remanescente que não tiver sido capitalizado, equivalentes a 85% (oitenta e cinco por cento) dos créditos decorrentes dos Bonds (após a subtração de 15% (quinze por cento) que será trocado pelas Novas Notas), incluindo os juros vencidos e não pagos, serão desconsiderados. Os Bondholders que elegeram exercer seu direito de capitalização dos créditos consoante a previsão da cláusula 5.3 deverão ter um prazo de não mais do que 15 (quinze) dias a partir da data em que Lupatech S.A. envie uma comunicação por meio dos sistemas do DTC, Euroclear ou Clearstream informando todos os Bondholders que um juiz nos Estados Unidos concedeu uma ordem reconhecendo e tornando eficaz o Plano nos termos do *Chapter 15* do *Title 11* do *United States Code* ou que o Plano se tornou eficaz nos Estados Unidos, para informar a pessoa física ou

Bonds, including accrued and unpaid interest, as Shares or ADRs representing Shares of Lupatech S.A. Each Bondholder that intends to capitalize its remaining claims as provided for in this clause must do so with respect to the totality of the claims held by it (other than the portion that is to be exchanged for the New Notes pursuant to clause 5.2), and shall undertake to do so upon its adherence to this Plan, which undertaking shall be irrevocable and irreversible, subject to the terms and conditions set forth herein. Each ADR will represent 1 (one) Share. The Shares (including the Shares represented by ADRs) will be issued and subscribed for at the price of R\$0.25 (twenty-five centavos) per Share, which Bondholders can pay via conversion of existing Bond debt. The new Shares or ADRs will be issued by Lupatech S.A. and delivered to Bondholders that elect to convert their claims into Shares or ADRs (as applicable) promptly following the date on which a court in the United States grants an order recognizing and enforcing the Plan pursuant to Chapter 15 of Title 11 of The United States Code, or the date on which the Plan becomes enforceable in the United States.

5.4. Bondholders who fail to elect to exercise the right to capitalize their claims as provided for in clause 5.3 of this Plan within the timeframe provided for in the Plan will automatically lose such right. As a result thereof, the remaining portion of their claims that are not so capitalized, equivalent to 85% (eighty-five percent) of the claims under the Bonds (after subtracting 15% (fifteen percent) which is to be exchanged for the New Notes), including accrued and unpaid interest, shall be discharged. Bondholders who elected to exercise the right to capitalize their claims as provided for in clause 5.3 shall have a period of no more than 15 (fifteen) days from the date on which Lupatech S.A. issues a communication through the DTC, Euroclear and Clearstream systems informing all Bondholders that a court in the United States granted an order recognizing and enforcing the Plan pursuant to Chapter 15 of Title 11 of The United States Code, or that the Plan became enforceable in the United States, to inform the person or entity that will receive the Shares or ADRs, and who shall be eligible

jurídica que deverá receber as Ações ou ADRs, e quem será elegível para adquirir as Ações ou ADRs de modo a não violar nenhuma lei aplicável ou não exigir que a Lupatech S.A. registre as Ações em outra jurisdição fora do Brasil, e no caso de venda nos Estados Unidos, uma pessoa física ou jurídica que seja um "Comprador Institucional Qualificado" ("QIB") conforme definido no *U.S. Securities Act 1933*, conforme emendado, e as normas nele previstas (o "*Securities Act*") ou um investidor institucional credenciado, conforme definido na Regra 501 do *Securities Act*.

5.5. Os Bondholders tiveram o mínimo de 20 (vinte) dias úteis (conforme calculados na cidade de Nova Iorque, nos Estados Unidos) para decidir se aderem ou não ao presente Plano. Não obstante o acima disposto, o Grupo Lupatech poderá, a seu exclusivo critério, proporcionar um período adicional para os Bondholders (exceto os Bondholders signatários) decidirem exercer o direito previsto na cláusula 5.3 e participar do Aumento de Capital. Tal período adicional, caso aplicável, será informado aos Bondholders por meio de comunicação enviada pelos sistemas do DTC, Euroclear e Clearstream. Para assinar e aderir ao presente Plano, cada Bondholder ou Mandatário deve enviar ao The Garden City Group, Inc. no endereço informado na carta constante do Anexo 5.5, os documentos abaixo:

(a) procuração nomeando o The Garden City Group, Inc. como seu agente para os fins do Plano, com poderes inclusive para assinar, em seu nome, o boletim de subscrição referente ao Aumento de Capital;

(b) as instruções completas para o The Garden City Group, Inc., na forma da carta constante do Anexo 5.5, confirmando que o Bondholder deseja aderir a este Plano e estabelecendo se o Bondholder escolheu ou não receber o remanescente de seu crédito em Ações ou ADRs, conforme previsto na cláusula 5.3 acima;

(c) certidão assinada, na forma da carta constante do Anexo 5.5, referente a certos valores mobiliários regidos pela lei dos Estados Unidos, incluindo *inter*

to acquire the Shares or ADRs without violating any applicable law or requiring Lupatech S.A. to register the Shares in any jurisdiction outside Brazil, and in the case of sales in the United States, a person or entity that is a "Qualified Institutional Buyer" ("QIB") as defined in the U.S. Securities Act of 1933 as amended and the rules thereunder (the "*Securities Act*") or an institutional accredited investor as defined in Rule 501 under the Securities Act.

5.5. Bondholders had a minimum of 20 (twenty) consecutive business days (as calculated in the city of New York, in the United States) in order to decide whether to adhere to this Plan. Notwithstanding the above, the Lupatech Group may, at its own discretion, provide an additional time for Bondholders (other than Signatory Bondholders) to elect to exercise the right provided for in clause 5.3 above and participate in the Capital Increase. Such additional time, if applicable, will be informed to the Bondholders via a communication through the DTC, Euroclear and Clearstream systems. In order to execute and adhere to this Plan, each Bondholder or Nominee should deliver to The Garden City Group, Inc., at the address specified in the cover letter attached hereto as Annex 5.5, the following documents:

(a) a Power of Attorney appointing The Garden City Group, Inc. as its agent for purposes of the Plan, with powers to sign, on its behalf, the subscription bulletin regarding the Capital Increase;

(b) duly completed instructions to The Garden City Group, Inc., in the form attached to the cover letter herewith as Annex 5.5, confirming that the Bondholder wishes to adhere to this Plan and stating whether or not such Bondholder elects to receive its remaining claim in the form of Shares or ADRs, as provided for in clause 5.3 above;

(c) a signed certification, in the form attached to the cover letter herewith as Annex 5.5, in respect of certain United States securities laws, including *inter*

alia as declarações e garantias de tais Bondholders que surtirem efeito que, na Data do Registro, (1) o comprador seja um QIB ou um investidor institucional sofisticado com conhecimento e experiência suficiente sobre finanças e negociações, a ponto de ser capaz de avaliar de forma independente os méritos, riscos e viabilidade de seus investimentos nas Novas Notas e/ou Ações, incluindo Ações representadas por ADRs; é capaz de suportar os riscos econômicos de seu investimento; teve acesso às informações consideradas necessárias e apropriadas com relação à distribuição das Novas Notas e/ou Ações, incluindo Ações representadas por ADRs, e tomou suas próprias decisões de investimento com relação às Novas Notas e/ou Ações, incluindo Ações representadas por ADRs, baseadas em seu próprio conhecimento; (2) entende e tem conhecimento que nem as Novas Notas e tampouco as Ações, incluindo Ações representadas por ADRs, foram ou serão registradas sob o Securities Act; que as Novas Notas e Ações, incluindo Ações representadas por ADRs, não estão sendo distribuídas nos Estados Unidos ou para norte americanos, exceto em circunstâncias limitadas para evitar uma oferta que exigiria o registro sob o *Securities Act* e receberão as Novas Notas e Ações, incluindo Ações representadas por ADRs, em transação excetuada dos registros exigidos pelo *Securities Act*; e que tem conhecimento e concorda que não está recebendo as Novas Notas e/ou Ações, incluindo Ações representadas por ADRs, como resultado de uma solicitação geral ou divulgação geral; e (3) que, com a finalização do Plano, irá adquirir as Novas Notas e/ou Ações, incluindo Ações representadas por ADRs, para sua própria conta para investimento e não com o propósito de receber qualquer distribuição de Novas Notas ou Ações, incluindo Ações representadas por ADRs, nos Estados Unidos, que exigiria registro nos termos do Securities Act; e

(d) adicionalmente, os Bondholders deverão assinar e enviar a carta de consentimento para a Solicitação de Consentimento de acordo com as instruções aqui previstas.

5.6. Com relação à opção de cada Bondholder de receber o romanescente de seu crédito na forma de

alia such Bondholder's representations and warranties to the effect that, at the Record Date, (1) it is either a QIB or a sophisticated institutional investor that has sufficient knowledge and experience in financial and business matters so as to be capable of independently evaluating the merits, risks and suitability of its investment in the New Notes and/or Shares, including Shares represented by ADRs; it is able to bear the economic risk of its investment; it has had access to such information as it deems necessary or appropriate in connection with the distribution of the New Notes and/or Shares, including Shares represented by ADRs, and has made its own investment decision regarding the New Notes and/or Shares, including Shares represented by ADRs, based on its own knowledge; (2) it understands and acknowledges that neither the New Notes nor the Shares, including Shares represented by ADRs, have been or will be registered under the Securities Act; that the New Notes and Shares, including Shares represented by ADRs, are not being distributed to Bondholders in the United States or to U.S. persons, except under limited circumstances designed to avoid an offering that would require registration under the Securities Act and it will receive the New Notes and Shares, including Shares represented by ADRs, in a transaction exempt from the registration requirements of the Securities Act; and that it acknowledges and agrees that it is not receiving the New Notes and/or Shares, including Shares represented by ADRs, as a result of any general solicitation or general advertising; and (3) that, upon finalization of the Plan, it will be acquiring the New Notes and/or Shares, including Shares represented by ADRs, for its own account for investment and not with a view to any distribution of the New Notes or Shares in the United States that would require registration under the United States Securities Act; and

(d) in addition, Bondholders should execute and deliver the consent letter relating to the Consent Solicitation in accordance with the instructions set forth therein.

5.6. With respect to each Bondholder's option to receive its remaining claim in the form of Shares, or

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Ações, ou de ADRs representativos de Ações da Lupatech S.A., conforme previsto na cláusula 5.3 acima, ou ceder o direito a tal opção, o Grupo Lupatech informou a todos os Bondholders desta opção via DTC, Euroclear e Clearstream em _____ e disponibilizou aos Bondholders ou seus Mandatários o formulário com as instruções e a respectiva procuração, conforme mencionado acima, para permitir aos Bondholders a formalização e realização de tal conversão. Dessa forma, os Bondholders ou as pessoas por ele nomeadas que não optarem por converter o montante remanescente de seu crédito em Ações, incluindo Ações representadas por ADRs, no prazo previsto na cláusula 5.4, não terão o direito de fazê-lo após o encerramento de tal prazo.

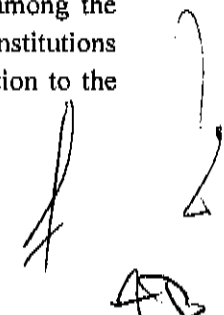
5.7. Para viabilizar a capitalização dos créditos decorrentes dos Bonds, a Lupatech S.A. realizará o Aumento de Capital Social, com a emissão de novas Ações a serem integralizadas mediante a capitalização dos créditos resultantes dos Bonds pelos Bondholders, ao preço de emissão de R\$ 0,25 (vinte e cinco centavos) por Ação.

5.8. O montante total do Aumento de Capital Social corresponderá ao montante total dos créditos a serem capitalizados pelos Bondholders, Debenturistas e demais instituições que detenham créditos contra o Grupo Lupatech e que assumam tal compromisso nos termos previstos nesse Plano, no caso dos Bondholders, ou em outros instrumentos, e informado em aviso a ser oportunamente divulgado, no caso dos demais credores que concordem em capitalizar seus créditos, incluindo os Debenturistas. Assim, caso acionistas da Lupatech S.A. que não detenham créditos contra o Grupo Lupatech resolvam exercer seus respectivos direitos de preferência, exercerão tais direitos, mediante integralização em dinheiro, contra os Bondholders, Debenturistas e demais instituições que detenham créditos contra o Grupo Lupatech e que concordem em capitalizar seus créditos, nos termos do artigo 171, parágrafo 2.º, da Lei das Sociedades por Ações. O montante total pago em dinheiro por tais acionistas pelas Ações que eles adquirirem por meio desse direito será distribuído em dinheiro *pro rata* entre os Bondholders, Debenturistas e demais

ADRs representing Shares, of Lupatech S.A., as provided for in clause 5.3 above, or to assign the right to such option, the Lupatech Group informed all Bondholders of this option through DTC, Euroclear and Clearstream on _____ and has provided Bondholders or their Nominees with the form of instructions and the power of attorney related thereto as set out above, to allow Bondholders to formalize and to carry out such conversion. Therefore, Bondholders or their appointees who failed to elect to convert the remaining amount of their claims into Shares, including Shares represented by ADRs, within the period provided for in clause 5.4 above shall not have the right to do so after the expiration of such deadline.

5.7. To enable the capitalization as equity of amounts due under the Bonds, Lupatech S.A. will proceed with the Capital Increase, with the issuance of new Shares to be paid up by way of capitalization of the outstanding principal amount of the Bonds by the Bondholders, at the issuance price of R\$0.25 (twenty-five centavos) per Share.

5.8. The total amount of the Capital Increase will correspond to the total claims to be capitalized by Bondholders, Debenture Holders and other institutions that hold claims against the Lupatech Group and that undertake this commitment pursuant to this Plan, in the case of Bondholders, or by way of other instruments, according to a notice to be provided at the appropriate time, in the case of the remaining creditors who agree to capitalize their claims, including the Debenture Holders. Thus, if any shareholders of Lupatech S.A. that are not creditors of the Lupatech Group decide to exercise their right of first refusal, they will exercise such rights, by paying up in cash, as against the Bondholders, Debenture Holders and such other holders of claims against the Lupatech Group who agree to capitalize their claims, as provided for in Article 171, 2nd paragraph, of the Brazilian Corporation Law. The total amount paid in cash by such shareholders for the Shares they acquire via this right will be distributed in cash *pro rata* among the Bondholders, Debenture Holders and other institutions creditors of the Lupatech Group, in proportion to the



instituições que detenham créditos contra o Grupo Lupatech, na proporção dos créditos capitalizados por cada um deles mediante o exercício do direito de preferência. Desse modo, os Bondholders, Debenturistas e demais instituições que detenham créditos contra o Grupo Lupatech, ao participar do Aumento de Capital social, poderão ter o número de Ações que teriam direito a receber reduzido em razão do exercício do direito de preferência pelos acionistas não detentores de créditos contra o Grupo Lupatech e em contrapartida pela distribuição dos respectivos valores aos Bondholders, Debenturistas e outros credores do Grupo Lupatech que decidirem participar do Aumento de Capital. Para evitar qualquer dúvida, nenhuma parcela dos 85% (oitenta e cinco por cento) dos créditos detidos por tais Bondholders, Debenturistas e outros credores do Grupo Lupatech que decidirem participar do Aumento de Capital será quitada, exceto mediante a entrega das Ações ou dos ADRs representativos das Ações da Lupatech S.A., pelo preço de subscrição de R\$0,25 (vinte e cinco centavos de real) por ação, ou o respectivo valor em dinheiro, à vista, em decorrência de os acionistas terem exercido seus direitos de preferência, reduzindo o número de Ações ou ADRs representativos de Ações a serem entregues aos Bondholders, Debenturistas e outros credores do Grupo Lupatech que tenham decidido participar do Aumento de Capital.

6. DO MECANISMO DE VINCULAÇÃO DOS BONDHOLDERS

6.1. O Grupo Lupatech deverá ajuizar processo de insolvência em Nova Iorque com base no *Chapter 15* do Título 11 do *Bankruptcy Code* dos Estados Unidos, ou adotar mecanismo similar ou qualquer outra medida, inclusive a celebração de quaisquer documentos, com o objetivo de atribuir efeitos ao Plano nos Estados Unidos da América. O Grupo Lupatech poderá, ainda, escolher ajuizar processos análogos em outras jurisdições, ou outros processos com objetivos similares, inclusive na Argentina e Ilhas Cayman, com o objetivo de dar eficácia ao Plano em tais países.

6.2. O consentimento para a liberação das garantias

outstanding claims capitalized by each of them by means of the exercise of the right of first refusal. Therefore, the Bondholders, Debenture Holders and other holders of claims against the Lupatech Group that elect to participate in the Capital Increase may be subject to a reduction in the number of Shares issued to them as a result of the exercise of the right of first refusal by shareholders that are not creditors of the Lupatech Group and in consideration for the distribution of the respective cash to such Bondholders, Debenture Holders and other holders of claims against the Lupatech Group that elect to participate in the Capital Increase. For the avoidance of doubt, no portion of the remaining 85% (eighty five percent) of each claim held by such Bondholders, Debenture Holders and other holders of claims against the Lupatech Group that elect to participate in the Capital Increase will be discharged, except for against the delivery of Shares or ADRs representing Shares of Lupatech S.A. at a R\$0.25 (twenty five centavos of Reals) per Share, or the respective cash, at face value, as a result of shareholders having exercised their preemptive rights, reducing the number of Shares or ADRs representing Shares to be delivered to each such Bondholders, Debenture Holders and other holders of claims against the Lupatech Group that elect to participate in the Capital Increase.

6. BINDING MECHANISM FOR THE BONDHOLDERS

6.1. The Lupatech Group will file an ancillary proceeding in New York based on Chapter 15 of Title 11 of the United States Code, or adopt a similar mechanism or any other measure, including the execution of any documents, in order to be granted relief in the United States. The Lupatech Group may also choose to file similar proceedings, or other proceedings with a similar purpose, in other jurisdictions including Argentina and the Cayman Islands, in order to give effect to the Plan in such countries.

6.2. Consent for the release of the guarantees provided

oferecidas pelas Sociedades Argentinas foi solicitado por meio da Solicitação de Consentimento. Entretanto, o Grupo Lupatech, a seu exclusivo critério, reserva-se o direito de ajuizar um procedimento judicial, se necessário, de acordo com a legislação local, com o objetivo de obter a liberação das garantidas oferecidas pelas Sociedades Argentinas na Escritura de Emissão dos Bonds. Os referidos procedimentos não poderão alterar as condições de pagamento e os demais termos previstos neste Plano.

6.3. O Grupo Lupatech poderá implantar quaisquer outras medidas com o objetivo de obter o reconhecimento das disposições deste Plano, inclusive processos judiciais perante o judiciário dos Estados Unidos e de outros países.

6.4. Com a substituição dos Bonds pelas Novas Notas e pelas Ações, ou Ações representadas por ADRs, conforme o caso, nos termos deste Plano, ou com o decurso dos prazos estipulados para o exercício, pelos Bondholders, do direito de capitalizar seus créditos e receber as respectivas Ações, ou Ações representadas por ADRs, conforme o caso, os Bonds serão cancelados e extinguir-se-á de pleno direito a Escritura de Emissão dos Bonds, podendo o Grupo Lupatech tomar as medidas eventualmente necessárias para implementar a estipulação contida nesta cláusula.

7. OBRIGAÇÕES ADICIONAIS E INADIMPLEMENTO

7.1. O Grupo Lupatech assume, até a data em que a Escritura de Emissão das Novas Notas se torne eficaz, as seguintes obrigações adicionais:

(a) Cumprir este Plano e os termos e condições de todos e quaisquer instrumentos de dívida e de capital emitidos de acordo com este Plano, e de comunicar o Trustee acerca de qualquer descumprimento de tais obrigações no prazo de 3 (três) Dias Úteis após tal descumprimento;

(b) Cumprir com toda a legislação aplicável que seja materialmente relevante para a condução de seus negócios (incluindo toda e qualquer legislação de

by the Argentinean Companies was solicited by means of the Consent Solicitation. However, the Lupatech Group, at its sole discretion, reserves the right to decide to commence court proceedings, if necessary, in accordance with local law, for the purpose of obtaining the release of the guarantees provided by the Argentinean Companies in the Bond Indenture. No such proceedings may alter the payment conditions or other terms provided for in this Plan.

6.3. The Lupatech Group may implement any other measures to pursue recognition of the provisions of this Plan, including, proceedings in courts of the United States and elsewhere.

6.4. Upon the exchange of the Bonds into New Notes and Shares, including Shares represented by ADRs, as the case may be, as provided for in this Plan, or following the expiry of the exercise period for the Bondholders' option to capitalize claims and receive the respective Shares, including Shares represented by ADRs, as the case may be, the Bonds will be cancelled and the Bond Indenture terminated, and the Lupatech Group may take any and all necessary measures to implement the same.

7. ADDITIONAL OBLIGATIONS AND EVENTS OF DEFAULT

7.1. The Lupatech Group undertakes, until such date in which the New Notes Indenture becomes effective, the following additional obligations:

(a) To comply with this Plan and the terms and conditions of any and all debt and equity instruments issued pursuant to this Plan, and to communicate to the Trustee any breach of any of these obligations within 3 (three) Business Days following such breach;

(b) To comply with all applicable legislation that is materially relevant to the conduct of its business (including all and any labor, environmental, tax and

natureza trabalhista, ambiental, fiscal e previdenciária), aplicável às suas atividades e à manutenção de seus ativos e de suas propriedades;

(c) Manter em vigor todas as aprovações, alvarás, permissões, licenças e autorizações relevantes necessárias para a condução de seus negócios, exceto na medida em que a ausência de tais aprovações, alvarás, permissões, licenças e autorizações relevantes não tenha um impacto adverso significativo na capacidade do Grupo Lupatech de conduzir seus negócios;

(d) Manter controles contábeis e gerenciais, incluindo seus livros contábeis, livros societários e demais registros, nos termos exigidos pela legislação aplicável e de acordo com as práticas contábeis adotadas no Brasil e normas internacionais de relatório financeiro – IFRS, que reflete precisamente e a todo tempo a condição financeira das sociedades do Grupo Lupatech e que reflitam fielmente, em todos os aspectos relevantes, a todo tempo, a situação patrimonial das sociedades do Grupo Lupatech;

(e) Manter todos os seus ativos, incluindo todo e qualquer ativo móvel ou imóvel, em bom estado de conservação, conforme necessário para a condução de seus negócios;

(f) Fornecer toda e qualquer documentação que seja razoavelmente solicitada à Lupatech S.A. ou qualquer de suas controladas, referente às suas operações tratadas neste Plano; e,

(g) Cumprir rigorosamente com todos os prazos, requerimentos, ordens, consultas, pedidos ou quaisquer outras solicitações feitas pelas autoridades judiciais brasileiras competentes em relação a este Plano e não permitir qualquer atraso injustificado pelo próprio Grupo Lupatech no processo de Homologação Judicial deste Plano.

7.2. O presente Plano será considerado imediatamente inadimplido e a dívida será considerada vencida antecipadamente se o Trustee, após deliberação da maioria dos Bondholders, obtida de acordo com as

social legislation), applicable to its activities and to the maintenance of its assets and property;

(c) To maintain all approvals, licenses, permissions and relevant authorizations required to conduct its business, except to the extent that the failure to maintain such approvals, licenses, permissions and relevant authorizations would not have a material adverse effect on the ability of the Lupatech Group to conduct its business;

(d) To maintain accounting and management controls, including accounting books, corporate books and other registers, as required by applicable law and in accordance with the accountant practices used in Brazil and the International Financial Reporting Standards (IFRS) that reflect accurately, in all material aspects, at all times, the financial condition of the Lupatech Group companies;

(e) To maintain all its assets, including all real or movable property, in good state of conservation, as necessary to conduct its businesses;

(f) To provide all and any documentation that is reasonably requested of Lupatech S.A. or any of its controlled companies, regarding the transactions referred to in this Plan; and

(g) To comply strictly with all deadlines, requirements, orders, consults or any other requests made by competent Brazilian judicial authorities with respect to this Plan and not to permit any unjustified delay by the Lupatech Group in proceeding with the Court Confirmation of this Plan.

7.2. This Plan will be considered immediately in default and the debt will be considered immediately due and payable if the Trustee, following a decision by a majority of the Bondholders, achieved in accordance

disposições da Escritura de Emissão dos Bonds, notificar a Lupatech S.A. da ocorrência de algum dos eventos abaixo, e o Grupo Lupatech não tomar as providências necessárias para sanar tal situação no prazo de 5 (cinco) Dias Úteis a contar do recebimento da notificação:

(a) Atraso no pagamento de qualquer valor devido aos Bondholders em decorrência do exercício, pelos acionistas da Lupatech S.A., do seu direito de preferência, nos termos da cláusula 5.8 acima;

(b) Descumprimento, ou atraso no cumprimento, causado pelo Grupo Lupatech, de qualquer das obrigações do Grupo Lupatech nos termos deste Plano ou na disponibilização dos instrumentos de dívida e de capital emitidos em conformidade com este Plano;

(c) Declaração, por autoridade judiciária competente da ilegalidade, invalidade ou inexecutabilidade dos direitos dos Bondholders;

(d) Comprovação de que qualquer declaração prestada pelo Grupo Lupatech neste Plano era inverídica, incorreta ou incompleta na data em que foi prestada ou na data em que deveria ter sido prestada;

(e) Qualquer tentativa ou prática, por qualquer sociedade do Grupo Lupatech, de qualquer ato visando anular, questionar, revisar, cancelar ou repudiar, por meio judicial ou extrajudicial, o Plano ou qualquer de suas cláusulas;

(f) Pedido de decretação de falência ou recuperação judicial da Lupatech S.A. ou das sociedades que estejam sob o seu controle exclusivo, de iniciativa ou não de qualquer uma delas, e que não tenha sido extinto em até 45 (quarenta e cinco) Dias Úteis da data do recebimento do mandado ou carta de citação ou elidido nos termos da lei;

(g) A dissolução, liquidação ou extinção de qualquer sociedade do Grupo Lupatech, que não seja controlada em conjunto com qualquer outra sociedade não pertencente ao Grupo Lupatech, exceto se a dissolução, liquidação ou extinção das referidas

with the provisions of the Bond Indenture, notifies Lupatech S.A. of the occurrence of any of the events listed below, and the Lupatech Group does not take the necessary measures to remedy such situation within 5 (five) Business Days from the receipt of the notice:

(a) Delay in the payment of any amount due to Bondholders as a result of shareholders of Lupatech S.A. having exercised their preemptive rights, as provided for in clause 5.8 hereof;

(b) Breach or delay in the performance, caused by the Lupatech Group, of any obligation of the Lupatech Group pursuant to this Plan or in the delivery of debt and equity instruments issued pursuant to this Plan;

(c) The declaration by a competent judicial authority that the rights of Bondholders are illegal, invalid or unenforceable;

(d) Proof that any statement made by the Lupatech Group in this Plan was untrue, incorrect or incomplete at the date it was made or the date at which it is deemed to have been made;

(e) Any action or attempted action, by any Lupatech Group company, of any act seeking to annul, call into question, review, cancel or repudiate this Plan or any of its provisions by judicial or extrajudicial means;

(f) Any request for a bankruptcy liquidation proceeding or reorganization proceeding regarding any Lupatech Group company, either voluntary or involuntary, that is not dismissed within 45 (forty-five) Business Days from the date of the receipt of the notice or summons relating thereto or dismissed as provided by law;

(g) The dissolution, liquidation or winding-up of any Lupatech Group company, that it is not jointly controlled with any other company that does not belong to Lupatech Group, except if the dissolution, liquidation or winding-up of such companies is

sociedades tiver sido requerida ou de qualquer forma causada pelos Bondholders ou pelo Trustee; ou

(h) A prática, por qualquer sociedade do Grupo Lupatech, terceiros garantidores e/ou coobrigados, de atos lesivos aos Bondholders, inclusive, sem limitação, quaisquer um daqueles previstos no inciso III do art. 94 ou do art. 130 da Lei de Falências.

7.3. A Escritura de Emissão dos Bonds, e suas respectivas disposições, com exceção das obrigações que não tiverem sido cumpridas até 25 de novembro de 2013, e das obrigações que forem incompatíveis com as disposições deste Plano, permanecem em pleno vigor e efeito até a data em que a Escritura de Emissão das Novas Notas se tornar eficaz. Com a entrada em vigor da Escritura de Emissão das Novas Notas, a Escritura de Emissão dos Bonds, e todas as suas disposições, deixarão de ter qualquer eficácia, exceto se, no momento da emissão das Novas Notas, e do encerramento da Escritura de Emissão dos Bonds, a conversão dos 85% (oitenta e cinco por cento) dos créditos dos Bondholders em Ações ou ADRs representativos das Ações não tiver sido implementada integralmente por qualquer motivo. Neste caso, tais 85% (oitenta e cinco por cento) dos créditos remanescentes dos Bondholders permanecerão existindo e serão representados por este Plano, com o objetivo exclusivo de serem utilizados para a integralização das Ações ou dos ADRs representativos das Ações da Lupatech S.A., subscritas pelos Bondholders (ou permitir aos Bondholders que recebam imediatamente as distribuições de valores pagos pelos acionistas para o exercício do seu direito de preferência).

8. DECLARAÇÕES E GARANTIAS

8.1. O Grupo Lupatech declara e garante, na presente data e até a data em que a Escritura de Emissão das Novas Notas se torne eficaz, para o benefício dos Bondholders, que:

(a) A Lupatech S.A., Lupatech – Equipamentos e Serviços para Petróleo Ltda., Mipel Indústria e Comércio de Válvulas Ltda. E Jefferson Solenoidbras

requested or by any means caused by the Bondholders or by the Trustee; or

(h) The carrying out by any Lupatech Group company, third party guarantors and/or joint obligor of acts harmful to Bondholders, including, without limitation, any act provided for in Item III of Article 94 or 130 of the Brazilian Bankruptcy Law.

7.3. The Bonds Indenture, and all its provisions thereof, except for the covenants which were not complied with as of 25 November 2013 and those covenants which are not compatible with the provisions of the Plan, remain in full force and effect until such date in which the New Notes Indenture becomes effective. After the New Notes Indenture becomes effective, the Bonds Indenture, and all its provisions thereof, will cease to have any effect, except if by the time of the issuance of the New Notes, and termination of the Bonds Indenture, the conversion of the remaining 85% (eighty five percent) of a Bondholders' claim into Shares or ADRs representing Shares of Lupatech S.A. has not been fully implemented for any reason. In this case, such remaining 85% (eighty five percent) of such Bondholder's claim will remain outstanding under, and represented by, this Plan for the exclusive purpose of being used to pay-up the Shares or ADRs representing Shares of Lupatech S.A., ascribed to such Bondholder (or to entitle such Bondholders to receive immediate distribution of the cash paid-up by shareholders who exercise their preemptive rights).

8. REPRESENTATIONS AND WARRANTIES

8.1. The Lupatech Group represents and guarantees, at the date hereof and until such date in which the New Notes Indenture becomes effective, for the benefit of Bondholders, that:

(a) Lupatech S.A., Lupatech – Equipamentos e Serviços para Petróleo Ltda., Mipel Indústria e Comércio de Válvulas Ltda. and Jefferson

Ltda. são sociedades devidamente constituídas de acordo com a legislação brasileira aplicável, a Lupatech Finance Limited é uma sociedade constituída de acordo com a legislação das Ilhas Cayman e as sociedades do Grupo Lupatech são devidamente autorizadas à condução de seus negócios e à manutenção de seus ativos;

(b) Todas as sociedades do Grupo Lupatech possuem todas as autorizações necessárias para assumirem as suas respectivas obrigações previstas neste Plano, incluindo autorizações societárias pertinentes, tendo cumprido com todas as obrigações legais e quaisquer outras obrigações necessárias para tanto, não sendo necessárias quaisquer autorizações governamentais ou de terceiros para este Plano;

(c) O Grupo Lupatech está em cumprimento com a legislação relevante pertinente aplicável aos seus negócios e ativos e não violou nenhuma sentença judicial, arbitral, bem como nenhuma regulamentação ou determinação emitida por quaisquer agências governamentais que seja aplicável a seus negócios e ativos, que não tenha um efeito adverso significativo;

(d) Todas as informações prestadas pelo Grupo Lupatech aos Bondholders são completas, atuais, consistentes e precisas e o Grupo Lupatech não prestou quaisquer declarações ou informações falsas ou que possam induzir a erro, nem omitiram quaisquer informações relevantes. Os Bondholders deverão consultar os documentos públicos da Lupatech S.A. apresentados à Comissão de Valores Mobiliários (CVM), que estão permanentemente disponíveis no site da CVM, e que são incorporados por referência a este Plano; e

(e) As Sociedades Argentinas não são, e não serão, devedoras ou garantidoras de quaisquer das obrigações do Grupo Lupatech que sejam reestruturadas conforme o disposto na cláusula 4.1, itens (ii) e (iii), deste Plano.

9. DISPOSIÇÕES GERAIS

9.1. O Grupo Lupatech poderá tomar qualquer medida e celebrar quaisquer contratos e outros documentos

Solenoidbras Ltda. are companies duly organized and existing under the applicable laws of Brazil, Lupatech Finance Limited is a company duly organized and existing under the laws of the Cayman Islands and the Lupatech Group companies are duly authorized to conduct their businesses and maintain their assets;

(b) All the Lupatech Group companies possess all necessary authorizations to undertake their respective obligations as provided for in this Plan, including corporate authorizations, and have carried out all legal and other obligations necessary for this Plan, and no governmental or third party authorizations are necessary for this Plan;

(c) The Lupatech Group is in compliance with the relevant laws applicable to its businesses and assets and is not in violation of any decision of any court or arbitral tribunal or of any regulation or order issued by any governmental agency applicable to its businesses and assets, and which has a material adverse effect;

(d) All information provided by the Lupatech Group to Bondholders is complete, up to date, consistent and true and the Lupatech Group has not provided any statements or information that are untrue or misleading, or omitted any relevant information. Bondholders are referred to Lupatech S.A.'s public filings with the Comissão de Valores Mobiliários ("CVM"), which are available at all times on the website of the CVM, all of which public filings are incorporated by reference herein;

(e) The Argentinean Companies are not, and shall not be, debtors or guarantors of any of the obligations of the Lupatech Group which are restructured pursuant to clause 4.1, items (ii) and (iii), of this Plan.

9. MISCELLANEOUS

9.1. The Lupatech Group may take any actions and execute any agreements and other documents that, in

que, na forma e em seu conteúdo, poderá ser necessário ou apropriado para a eficácia dos termos e condições deste Plano e para obter o reconhecimento do Plano nos Estados Unidos da América nos termos do *Chapter 15* do *Title 11* do *United States Code* e para reconhecer e implementar o Plano em outras jurisdições.

9.2. Todas as disposições, termos e condições originalmente contratadas entre as Partes, salvo se expressamente alteradas por este Plano, permanecerão perfeitamente válidas e exequíveis, de forma que o presente Plano não representa renúncia a qualquer direito ou poderes neles contidos.

9.3. Na hipótese de conflito entre as disposições deste Plano e as obrigações previstas nos contratos celebrados com qualquer Bondholder anteriormente à celebração do presente instrumento, o Plano prevalecerá.

9.4. Todos os Anexos a este Plano são a ele incorporados e constituem parte integrante do Plano. Na hipótese de haver qualquer inconsistência entre este Plano e qualquer Anexo, o Plano prevalecerá.

9.5. Os direitos e obrigações previstos neste Plano não poderão ser cedidos ou transferidos por qualquer sociedade do Grupo Lupatech sem o prévio consentimento por escrito dos Bondholders Signatários.

9.6. Quaisquer alterações e aditamentos ao presente Plano deverão ser mutuamente acordados entre as sociedades do Grupo Lupatech, por escrito, e assinados pelos representantes legais devidamente constituídos, sendo considerados aprovados mediante assinatura de Bondholders que representam mais de 3/5 (três quintos) do montante total dos Bonds, respectivamente, em circulação nesta data, incluindo juros vencidos e não pagos, e independentemente de Homologação Judicial.

9.7. A ineficácia ou nulidade de qualquer previsão deste Plano não implicará nulidade ou ineficácia do que for válido, que continuará em pleno vigor e efeito

form and substance, may be necessary or appropriate to effectuate the terms and conditions of the Plan and to obtain recognition of the Plan by the United States Court pursuant to Chapter 15 of Title 11 of the United States Code and to recognize and implement the Plan in other jurisdictions.

9.2. All provisions, agreements and conditions originally set forth between the Parties, except if expressly amended by this Plan, shall remain fully valid and enforceable, such that this Plan does not constitute a waiver of any rights or powers contained herein.

9.3. In the event of any conflict between the provisions of this Plan and the obligations set forth in agreements entered into with any Bondholder prior to the execution of this Plan, the Plan shall prevail.

9.4. All Annexes to this Plan are incorporated into and are part of the Plan. In the event of any inconsistency between this Plan and any Annex hereto, the Plan shall prevail.

9.5. The rights and obligations provided for in this Plan may not be assigned or transferred to any Lupatech Group company without the prior consent in writing of the Signatory Bondholders.

9.6. Any amendments or additions to this Plan must be mutually agreed by the companies of the Lupatech Group, in writing, and signed by their duly constituted legal representatives, and will be considered approved upon signature of Bondholders that represent more than 3/5 (three-fifths) of the total amount of outstanding Bonds, respectively, at the date hereof, including accrued and unpaid interest, irrespective of any Court Confirmation.

9.7. Any invalidity or annulment of any provision of this Plan will not cause the annulment or invalidity of the valid provisions hereof, each of which shall remain

tal como pactuado.

9.8. A eventual tolerância de qualquer das partes por qualquer infração ou procedimento diverso das estipulações deste Plano não configurará novação e/ou renúncia de quaisquer dos seus direitos, nos termos da lei ou deste instrumento.

9.9. Com a disponibilização, pelo Grupo Lupatech, das Novas Notas e das Ações, ou Ações representadas por ADRs, para que os Bondholders os recebam e/ou subscrevam, conforme o caso, ou pagamento em dinheiro em decorrência do exercício do direito de preferência pelos acionistas da Lupatech S.A., conforme previsto neste Plano, haverá (i) o cumprimento integral do Plano, e, em consequência, suas disposições deixarão de ser aplicáveis; e (ii) a quitação automática, plena, geral, irrestrita, irrevogável e irretratável ao Grupo Lupatech, de todos os créditos abrangidos por este Plano (exceto das obrigações especificadas nos instrumentos de dívida e de capital emitidos nos termos deste Plano), sem restrição, inclusive daqueles detidos pelos Bondholders que não tiverem efetivamente recebido as Novas Notas e/ou não tiverem convertido seus créditos em Ações ou ADRs (inclusive por estarem de qualquer forma impedidos para tanto), incluindo juros, correção monetária, penalidades, multas ou indenizações. Com isso, os créditos detidos pelos Bondholders passarão a ser regidos exclusivamente pela Escritura de Emissão das Novas Notas, sem prejuízo (i) de todos os direitos dos Bondholders, Debenturistas e outros credores do Grupo Lupatech que decidam participar do Aumento de Capital decorrentes, ou relacionados, ao seu direito de capitalizar os seus respectivos créditos, ou de receber pagamento em dinheiro em decorrência do exercício do direito de preferência dos acionistas, conforme previsto na cláusula 5 acima, ou (ii) dos direitos dos Bondholders, Debenturistas e outros credores do Grupo Lupatech que decidam participar do Aumento de Capital, relativos às Ações ou aos ADRs representativos das Ações a eles entregues.

9.10. Todas as notificações, requerimentos, pedidos e outras comunicações ao Grupo Lupatech, requeridas ou permitidas por este Plano, para serem eficazes,

in full force and effect as agreed.

9.8. Any waiver or forbearance by any party hereto of any violation or variation of any provision stipulated in this Plan shall not constitute a novation and/or waiver of any of its rights under the law or this instrument.

9.9. Upon the delivery by the Lupatech Group, of the New Notes to be issued and the Shares, including Shares represented by ADRs, to be subscribed for, as the case may be, by the Bondholders, or payment of cash in lieu thereof as a result of the exercise of preemptive rights by shareholders of Lupatech S.A. as provided hereunder, there shall be (i) the fulfillment of the Plan and, as a result, all its provisions will cease to be applicable; and (ii) an automatic, full, general, unrestricted, irrevocable and unrestricted discharge of all claims against the Lupatech Group covered by this Plan (other than the obligations specified in the debt and equity instruments issues pursuant to this Plan), without restriction, including the claims of any Bondholders that did not effectively receive the New Notes and/or did not convert their claims into Shares or ADRs (including where they were prohibited from doing so), including any interest, monetary adjustment, penalties, fines or damages relating thereto. The claims held by the Bondholders shall be governed exclusively by the New Notes Indenture, without prejudice (i) to all rights of Bondholders, Debenture Holders and other creditors of the Lupatech Group that elect to participate in the Capital Increase arising from, or in connection with, their right to capitalize their respective claims, or receive cash payment as a result of the exercise of existing shareholders' preemptive rights, as set forth in clause 5 above, or (ii) to the shareholders' rights of the Bondholders, Debenture Holders and other creditors of the Lupatech Group that elect to participate in the Capital Increase, with respect to the Shares or ADRs representing Shares delivered thereto as a result thereof.

9.10. All notices, requests, demands and other communications to the Lupatech Group, as required or permitted by this Plan, shall be in writing and shall be

devem ser feitas por escrito e serão consideradas realizadas quando (i) enviadas por correspondência registrada, com aviso de recebimento, ou por efetivamente entregues por *courier* ou (ii) enviadas por fac-símile, e-mail ou outros meios, quando efetivamente entregues e confirmadas por telefone. As partes assumem a obrigação de informar umas às outras, por escrito, qualquer mudança de endereço, número de fax ou e-mail. Todas as comunicações devem ser endereçadas da seguinte forma ou de outra forma que for informada pelas Partes:

Para

Lupatech S.A.

Endereço: Avenida Maria Coelho Aguiar, 215, Bloco B, 5º andar,
Jardim São Luís, Cidade de São Paulo, Brasil.
CEP.: 05804-900
A/C: Ricardo Doebeli
A/C Thiago Piovesan
Telefone: +55 11 3741 5600
Fax: + 55 11 3741 5765
E-mail: ricardo.doebeli@lupatech.com.br
E-mail: thiago.piovesan@lupatech.com.br

– com cópia para –

Felsberg e Pedretti Advogados e Consultores Legais

Endereço: Avenida Paulista 1294, 2º andar, Cerqueira César, São Paulo, SP, Brasil
A/C: Thomas Benes Felsberg
A/C: Paulo Fernando Campana Filho
Telefone: +55 11 3141 9138
Fax: + 55 11 3141 9150
E-mail: thomasfelsberg@felsberg.com.br
E-mail: paulocampana@felsberg.com.br

9.11. Os direitos, deveres e obrigações decorrentes deste Plano deverão ser regidos, interpretados e executados de acordo com as leis vigentes no Brasil.

9.12. Todas as controvérsias ou disputas que surgirem ou estiverem relacionadas a este Plano ou ao processo de recuperação extrajudicial serão resolvidas pelo juízo da recuperação extrajudicial, até o encerramento do processo de recuperação extrajudicial. Quaisquer

deemed to have been duly given or made when (i) mailed by certified mail, return receipt requested, with postage prepaid, or successfully delivered by courier; or (ii) sent by facsimile transmission, electronic mail or by other means, when successfully received and confirmed by telephone. Each party hereto undertakes to inform the other parties, in writing, of any change of address, fax number or e-mail. All communications shall be addressed as set forth below or as shall have been otherwise communicated by the Parties:

To

Lupatech S.A.

Address: Avenida Maria Coelho Aguiar, 215, Bloco B, 5th floor, Jardim São Luís, São Paulo, SP 05804-900, Brazil.
Attention: Ricardo Doebeli
Attention: Thiago Piovesan
Telephone: +55 11 3741 5600
Fax: + 55 11 3741 5765
E-mail: ricardo.doebeli@lupatech.com.br
E-mail: thiago.piovesan@lupatech.com.br

– with copy to –

Felsberg e Pedretti Advogados e Consultores Legais

Address: Avenida Paulista 1294, 2nd floor, Cerqueira César, São Paulo, SP, Brazil
Attention: Thomas Benes Felsberg
Attention: Paulo Fernando Campana Filho
Telephone: +55 11 3141 9138
Fax: + 55 11 3141 9150
E-mail: thomasfelsberg@felsberg.com.br
E-mail: paulocampana@felsberg.com.br

9.11. The rights, duties and obligations arising from this Plan shall be governed by, and construed and enforced in accordance with, the laws of Brazil.

9.12. Any disagreements or disputes arising from or relating to this Plan or to the expedited reorganization proceeding shall be settled by the bankruptcy court by the closing of the expedited reorganization proceeding. Any disagreements or disputes arising from or relating

controvérsias ou disputas que surgirem ou estiverem relacionadas às obrigações reestruturadas serão resolvidas em conformidade com o previsto nos respectivos instrumentos.

9.13. O presente Plano e os instrumentos de dívida e de capital emitidos em conformidade com este Plano refletem e contêm, de forma final, integral e exclusiva, todas as avenças existentes entre as Partes no que diz respeito aos créditos a ele sujeitos e supera quaisquer outras propostas, acordos e entendimentos anteriores, verbais ou escritos, bem como todas e quaisquer outras comunicações entre eles mantidas, no que diz respeito ao seu objeto.

9.14. Este Plano é celebrado em português e em inglês. A versão em português prevalecerá sobre a versão em inglês, que serve para mera referência.

E, por estarem justos e contratados, as Partes assinam o presente instrumento em _____ vias de igual teor e forma para os mesmos fins, a que se obrigam por si e seus sucessores a qualquer título, juntamente com 2 (duas) testemunhas.

São Paulo, _____ de _____ de 2013.

LUPATECH S.A.

LUPATECH - EQUIPAMENTOS E SERVIÇOS
PARA PETRÓLEO LTDA.

MIPEL INDÚSTRIA E COMÉRCIO DE
VÁLVULAS LTDA.

JEFFERSON SOLENOIDBRAS LTDA.

LUPATECH FINANCE LIMITED

to the restructured obligations shall be settled as provided for in their respective instruments.

9.13. This Plan and the debt and equity instruments issued pursuant to this Plan reflect and contain, in final, complete and exclusive form, all agreements between the Parties with respect to the claims subject hereto and overrides all and any other proposals, agreements and understandings, oral or written, and any and all other communications between them related to the purpose hereof.

9.14. This Plan is executed in Portuguese and English. The version in Portuguese will prevail over the English version, which is for mere reference.

In witness whereof the Parties hereby execute this instrument in _____ counterparts of equal content and form for the same purposes, thereby obligating themselves and their successors in any title, in the presence of 2 (two) witnesses.

São Paulo, _____, 2013.

LUPATECH S.A.

LUPATECH - EQUIPAMENTOS E SERVIÇOS
PARA PETRÓLEO LTDA.

MIPEL INDÚSTRIA E COMÉRCIO DE
VÁLVULAS LTDA.

JEFFERSON SOLENOIDBRAS LTDA.

LUPATECH FINANCE LIMITED

Testemunhas:

Nome:

RG:

Nome:

RG:


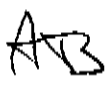

Witnesses:

Name:

ID:

Name:

ID:

ANEXO 3.2

**AO PLANO DE RECUPERAÇÃO
EXTRAJUDICIAL CONJUNTO DE
LUPATECH S.A., LUPATECH -
EQUIPAMENTOS E SERVIÇOS
PARA PETRÓLEO LTDA., MIPEL
INDÚSTRIA E COMÉRCIO DE
VÁLVULAS LTDA., JEFFERSON
SOLENOIDBRAS LTDA. E
LUPATECH FINANCE LIMITED**

**DECLARAÇÃO DE THE GARDEN
CITY GROUP, INC.**

ANNEX 3.2

**TO THE JOINT PRE-PACKAGED
REORGANIZATION PLAN OF
LUPATECH S.A., LUPATECH -
EQUIPAMENTOS E SERVIÇOS
PARA PETRÓLEO LTDA., MIPEL
INDÚSTRIA E COMÉRCIO DE
VÁLVULAS LTDA., JEFFERSON
SOLENOIDBRAS LTDA. AND
LUPATECH FINANCE LIMITED**

**AFFIDAVIT OF THE GARDEN
CITY GROUP, INC.**





AFFIDAVIT

Date: February 5, 2014

To Whom It May Concern:

**Re: Prepackaged Reorganization Plan of
Lupatech Group**

We refer to the Prepackaged Reorganization Plan (*Plano de Recuperação Extrajudicial*) (the "Plan") presented by Lupatech S.A., a *sociedade por ações* (corporation) organized under the laws of the Federative Republic of Brazil, Lupatech Finance Limited, a company organized under the laws of the Cayman Islands, Lupatech - Equipamentos e Serviços para Petróleo Ltda., Mipel Indústria e Comércio de Válvulas Ltda. and Jefferson Solenoidbras Ltda., each a *sociedade limitada* (limited company) organized under the laws of the Federative Republic of Brazil (collectively, the "Companies"), relating to the \$275,000,000 9.875% Guaranteed Perpetual Bonds (the "Bonds") issued by Lupatech Finance Limited. Capitalized terms used and not defined herein shall have the meanings given to them in the Plan.

We, The Garden City Group, Inc. ("GCG"), have received Powers of Attorney in the form attached hereto as Exhibit A and Instructions in the form attached hereto as Exhibit B, each relating to the Plan, from the holders of Bonds (each, a "Bondholder") as of January 10, 2014 (the "Record Date") or from the brokers, dealers, commercial banks, trust companies or other nominees (each, a "Nominee") that held the Bonds on behalf of one or more Bondholder on the Record Date in the principal amounts as set forth opposite their names in Schedule I hereto.

DECLARAÇÃO

Data: 5 de fevereiro de 2014

A Quem Possa Interessar:

**Ref.: Plano de Recuperação Extrajudicial do
Grupo Lupatech**

Fazemos referência ao *Prepackaged Reorganization Plan* (*Plano de Recuperação Extrajudicial*) (o "Plano") apresentado pela Lupatech S.A., *sociedade por ações* (*corporation*) organizada sob as leis da República Federativa do Brasil, Lupatech Finance Limited, companhia organizada sob as leis das Ilhas Cayman, Lupatech - Equipamentos e Serviços para Petróleo Ltda., Mipel Indústria e Comércio de Válvulas Ltda. e Jefferson Solenoidbras Ltda., cada uma das quais uma *sociedade limitada* (*limited company*) organizada sob as leis da República Federativa do Brasil (em conjunto, as "Companhias"), relativo aos US\$275,000,000 9.875% *Guaranteed Perpetual Bonds* (os "Bonds") emitidos pela Lupatech Finance Limited. Os termos em maiúsculas aqui adotados e não definidos têm o significado que lhes é atribuído no Plano.

Nós, o The Garden City Group, Inc. ("GCG"), recebemos *Procurações (Powers of Attorney)* na forma do modelo aqui incluído como Anexo A e *Instruções (Instructions)* na forma do modelo aqui incluído como Anexo B, ambas com relação ao Plano, pelos detentores dos Bonds (individualmente, o "Bondholder"). a partir de 10 de janeiro de 2014 (a "Data de Registro") (*Record Date*), ou pelos corretores, *dealers*, bancos comerciais, companhias fiduciárias (*trust companies*) ou outros representantes (individualmente, o "Representante") (*Nominee*) que na Data de Registro detinha os Bonds em favor de um ou mais Bondholders, com os valores de principal indicados em relação a cada um deles no Apêndice I em anexo.



We hereby affirm as follows:

1. Each person or entity listed in Schedule I hereof has represented and warranted to us that (i) it is either a Bondholder, a legal representative of a Bondholder vested with the necessary powers and authority to act on behalf of such Bondholder, or a Nominee (ii) it or the relevant Bondholder is the beneficial owner of Bonds in the principal amount set forth opposite its name in Schedule I hereto and (iii) its Power of Attorney was executed and delivered by individuals vested with the necessary powers and authority to act with respect thereto.
2. Each person or entity listed on Schedule I hereto held the Bonds as of the Record Date either (i) under the "target" Bond CUSIP as evidenced in the "Securities Position Report" of The Depository Trust Company ("DTC") as of the Record Date or (ii) under one of the "contra" Bond CUSIPs established pursuant to the DTC's Automated Tender Offer Program ("ATOP") for the purpose of administering the Plan.
3. The Powers of Attorney and Instructions from each person or entity listed in Schedule I hereto have been delivered to us by fax, e-mail, overnight courier, or regular mail.
4. The persons or entities listed in Schedule I hereto have given us instructions to adhere to the Plan as set forth in Schedule I.
5. The undersigned declares that he has the power and authority to execute this affidavit on behalf of GCG.

Declaramos pela presente o seguinte:

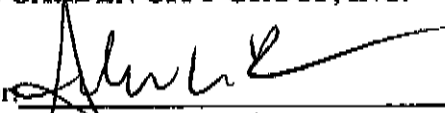
1. Cada pessoa ou entidade listada no Apêndice I em anexo nos declarou e garantiu (i) ser um Bondholder, representante legal de um Bondholder investido dos poderes necessários e autoridade para agir em benefício de tal Bondholder ou um Representante, (ii) ser ela ou o respectivo Bondholder o titular beneficiário de Bonds no valor de principal indicado ao lado de seu nome no Apêndice I em anexo e (iii) sua Procuração (*Power of Attorney*) foi firmada e entregue por quem detinha os necessários poderes e autoridade para agir com relação à mesma.
2. Cada pessoa ou entidade listada no Apêndice I em anexo detinha os Bonds na Data de Registro (i) sob a forma "target" Bond CUSIP evidenciada na "Securities Position Report" da The Depository Trust Company ("DTC") na Data de Registro ou (ii) sob uma das "contra" Bond CUSIPs estabelecidas de acordo com o "Automated Tender Offer Program ("ATOP")" da DTC, para fins de administração do Plano.
3. As Procurações (*Powers of Attorney*) e Instruções de cada uma das pessoas ou entidades listadas no Apêndice I em anexo nos foram entregues por fax, e-mail, serviço de *courier* expresso ou correio regular.
4. As pessoas ou entidades listadas no Apêndice I em anexo nos instruíram a aderir ao Plano na forma indicada no Apêndice I.
5. O signatário declara deter os poderes e autoridade para firmar a presente declaração em favor da GCG.



Executed this 5th day of February, 2014 in New York, New York.

Assinado em 5 de fevereiro de 2014, em New York, Nova Iorque.

THE GARDEN CITY GROUP, INC.

By/Port 
Name/Nome: Andrew Buck
Title/Cargo: Assistant Director, Bankruptcy

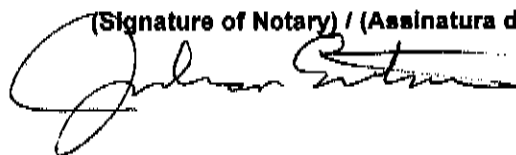
New York County
State of New York

Condado de Nova Iorque
Estado de Nova Iorque

On February 5, 2014, before me, Julian Entner, Notary Public in the State of New York, personally appeared Andrew Buck, known to me to be the Assistant Director, Bankruptcy of The Garden City Group, Inc. (the "Corporation"), who, in accordance with the resolutions of the Board Directors of the Corporation adopted on February 3, 2014, has the power to represent the Corporation and sign Affidavits, personally signed this document by his own hand and acknowledged to me that he executed the same in his authorized capacity and that by his signature on this document the entity upon behalf of which he signed, executed this document.

Em 5 de fevereiro de 2014, perante mim, Julian Entner, Notário Público do Estado de Nova Iorque, compareceu pessoalmente Andrew Buck, reconhecido por mim como sendo o Diretor Assistente, Falências do The Garden City Group, Inc. (a "Companhia"), o qual, de acordo com Resoluções aprovadas pelo Conselho de Administração da Companhia no dia 3 de fevereiro de 2014, tem o poder de representar a Companhia e assinar Declarações, tendo assinado pessoalmente este documento por sua própria mão, o que é reconhecido por mim que ele assinou o mesmo na sua capacidade devidamente autorizada e que, por a sua assinatura neste documento, a Companhia em nome do qual ele assinou, assinou este documento.

(SEAL) / (SELO)

(Signature of Notary) / (Assinatura do Notário)


JULIAN ENTNER
Notary Public, State of New York
No. 01EN8078424
Qualified in Kings County
Commission Expires July 29, 2014

(Name of Notary Typed, Stamped, or Printed)
Notary Public, State of New York /
(Nome do Notário, Carimbo ou Impressão)
Notário Público, Estado de Nova Iorque

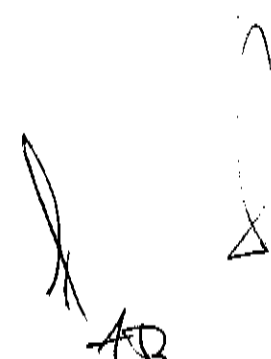




EXHIBIT A / ANEXO A

Handwritten signature and initials, including 'A12' and a large '2'.

POWER OF ATTORNEY

Know all men by these presents by this private limited Power-of-Attorney:

That _____,
a _____ duly organized and in
existence in accordance with the laws of _____
(hereinafter referred to as "Grantor") acting through the undersigned, who is duly empowered and authorized on behalf of the Grantor to appoint and remove attorneys and to delegate to such attorneys such of the powers and authority of the Grantor as he/she considers expedient, wishes to appoint an attorney-in-fact with respect to the Grantor's interest in the 9.875% Guaranteed Perpetual Bonds (the "Bonds") in the total aggregate outstanding amount of US\$275,000,000.00 (two hundred and seventy-five million dollars) issued by **Lupatech Finance Limited**.

Now, therefore, in exercise of said power, the Grantor does hereby make, constitute and appoint **The Garden City Group, Inc.** (hereinafter, the "Attorney") as from the date hereof and for the period of twelve months from the date of this Power of Attorney, or until such earlier date on which the Grantor expressly revokes this Power of Attorney by written notice to the Attorney, to be the Grantor's true and lawful attorney-in-fact for it and in its name, place and stead to execute, acknowledge, verify, deliver and accept on behalf of the Grantor any and all agreements, instructions, declarations, indentures, mortgages, deeds, conveyances, transfers, certificates, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, undertakings, proxies or other instruments or documents necessary or appropriate for the proposed pre-packaged reorganization proceedings of **LUPATECH FINANCE LIMITED** as issuer of the Bonds jointly with **LUPATECH S.A., LUPATECH - EQUIPAMENTOS E SERVIÇOS PARA PETRÓLEO LTDA., MIPEL INDÚSTRIA E COMÉRCIO DE VÁLVULAS LTDA.** and **JEFFERSON SOLENOIDBRAS LTDA.** (together, the "Plan Companies"), including the power to do all of the above with respect to the Joint Pre-packaged Reorganization Plan (*Plano de Recuperação*) dated November 26, 2013, a copy of which is attached hereto, (the "Plan") of the Plan Companies, and specifically, without limitation:

To represent the Grantor in the approval, signature and implementation of the Plan; to execute the Plan

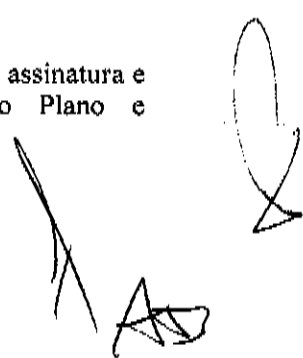
PROCURAÇÃO

Saibam todos que, pelo presente instrumento particular limitado de Procuração:

Que _____
devidamente constituído e existente de acordo com as leis do _____ (doravante denominado "Outorgante") agindo pelo Outorgante abaixo assinado, o qual é tem os poderes e autorização necessários para, em nome do Outorgante, nomear e destituir advogados e substabelecer para tais advogados os poderes e autoridade do Outorgante nos casos que ele/ela considerar oportuno, deseja nomear um procurador com relação aos interesses do Outorgante nos 9.875% Notas Perpétuas (as "Notas") no montante total agregado e em circulação de US\$275.000.000,00 (duzentos e setenta e cinco milhões de dólares) emitidas pela **Lupatech Finance Limited**.

Assim sendo, no exercício do poder referido, o Outorgante, por meio do presente instrumento, nomeia e constitui **The Garden City Group, Inc.** (doravante "Procurador") para, a partir da presente data e pelo período de 12 (doze) meses da data de assinatura desta Procuração, ou até a data em que o Outorgante expressamente revogar esta Procuração, por meio de notificação escrita ao Procurador, para ser o seu fiel e legal procurador para em seu nome, lugar e posição assinar, tomar ciência, verificar, enviar e aceitar em nome do Outorgante todo e qualquer contrato, instruções, declarações, escrituras de emissão, hipotecas, registros, comunicações, transferências, certidões, recibos, quitações, satisfações, acordos, petições, programações, contas, declarações, compromissos, procurações ou o que mas for necessário para o processos de recuperação propostos da **LUPATECH FINANCE LIMITED** como emissora das Notas, em conjunto com **LUPATECH S.A., LUPATECH - EQUIPAMENTOS E SERVIÇOS PARA PETRÓLEO LTDA., MIPEL INDÚSTRIA E COMÉRCIO DE VÁLVULAS LTDA.** e **JEFFERSON SOLENOIDBRAS LTDA.** (em conjunto "Sociedades do Plano") incluindo todos os poderes listados acima com relação ao Plano de Recuperação Extrajudicial de 26 de novembro de 2013, cuja cópia segue anexa (o "Plano"), e, especialmente, sem limitação:

Representar o Outorgante na aprovação, assinatura e implementação do Plano; assinar o Plano e



and any amendments thereof that may be necessary or appropriate in order to implement the provisions of the Plan, and all related documents that are necessary or convenient to implement the transactions mentioned in the Plan; to appoint and/or to dismiss lawyers to represent the Grantor in court pursuant to an "*ad judicia et extra*" clause and to represent the Grantor in the Reorganization Proceeding relating to the Plan Companies and in related court proceedings, as long as no such appointment of lawyer results in any cost or payment obligation to the Grantor; to sign on behalf of the Grantor any amendment to the Plan that may be necessary or appropriate in order to implement the provisions of the Plan, as well as to dispose of the Grantor's rights under the Bonds pursuant to the Plan (but not otherwise); to represent the Grantor in all legal matters following the filing of the Plan in court; to carry out the Grantor's duties and to implement all the transactions provided for in the Plan and in related documents; as well as to execute, in his/her name, the subscription bulletin (*boletim de subscrição*) of any securities to be issued and subscribed with the credits represented by the Bonds, including but not limited to, shares to be issued by Lupatech S.A.

The Attorney shall not have any power to bind the Grantor to any obligation of any nature other than strictly necessary for the implementation of, and within the limits of, the Plan. The Grantor shall not incur any cost, reimburse any expense, or indemnify or make any payment, for any reason, either to the Attorney or any other person or entity in connection with this power of attorney or the exercise of the powers granted herein.

The attorney shall also have the power to appoint or remove, at its own discretion, any substitutes in connection with any of the aforesaid purposes upon such terms as the attorney shall think proper, as well as the power to delegate each and every one of the preceding powers.

Giving and granting to the Attorney full power and authority to do and perform every act and thing and whatsoever is necessary and proper to be done in connection with the foregoing, the Grantor hereby ratifying and confirming shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be governed by the

quaisquer alterações a ele que possam ser necessárias ou apropriadas para implementar as disposições do Plano, e todos os documentos relacionados que sejam necessários ou convenientes para implementação das operações mencionadas no Plano; nomear e/ou dispensar advogados para representar o Outorgante em juízo de acordo com a cláusula "*ad judicia et extra*" para representar o Outorgante no processo de Recuperação Extrajudicial referente às Sociedades do Plano e em processos judiciais relacionados, desde que tal nomeação de advogados não resulte em quaisquer custos ou obrigações de pagamento pelo Outorgante; assinar em nome do Outorgante alterações ao Plano que possam ser necessárias ou apropriadas para implementar as disposições do Plano, bem como dispor de seus direitos advindos das Notas conforme o Plano (mas não de outra forma); representar o Outorgante em todos os assuntos legais após a apresentação do Plano em juízo; cumprir com todas as obrigações do Outorgante e implementar todas as transações previstas no Plano e em documentos relacionados; bem como assinar em nome do Outorgante, o boletim de subscrição de quaisquer valores mobiliários, subscritas com créditos representados pelas Notas, incluindo, mas não se limitando a, ações de emissão da Lupatech S.A.

O Procurador não deverá ter poderes para vincular o Outorgante a nenhuma obrigação, de qualquer natureza, que não seja estritamente necessária para a implementação do Plano, e nos seus limites. O Outorgante não deverá incorrer em quaisquer custos, reembolsar quaisquer despesas, ou cobrir ou fazer qualquer pagamento, por qualquer razão, seja para o Procurador, seja para qualquer pessoa ou entidade relacionada a esta procuração ou ao exercício dos poderes ora outorgados.

O Procurador deverá também ter poderes para nomear e destituir, ao seu exclusivo critério, quaisquer substitutos relacionados com os propósitos mencionados acima, nos termos que o procurador julgar conveniente, bem como o poder de substabelecer cada e qualquer dos poderes acima.

Conceder e outorgar ao Procurador total poder e autoridade para exercer cada ato e atividade e o que for necessário e conveniente a ser feito em relação ao mencionado acima, o Outorgante ratifica e confirma pela presente que deverá fazer legalmente ou fazer com que seja feito em virtude do aqui estabelecido.

Essa procuração é regida pela legislação do Estado

Laws of the State of New York, United States of America.

de Nova Iorque, Estados Unidos da América.

IN WITNESS WHEREOF THE GRANTOR HAS CAUSED THIS POWER OF ATTORNEY TO BE SIGNED BY _____ IN HIS/HER CAPACITY AS _____ OF THE GRANTOR AS OF THIS _____ DAY OF _____, 2013 IN _____.

EM TESTEMUNHO DO PRESENTE O OUTORGANTE FEZ COM QUE ESTA PROCURAÇÃO FOSSE ASSINADA POR _____ EM SEU LUGAR COMO _____ DO OUTORGANTE NESTE DATA DE _____ DIAS DO MÊS DE _____ 2013, EM _____.

NAME OF BONDHOLDER

NOME DO BONDHOLDER

BY: _____
NAME: _____
TITLE: _____

POR: _____
NOME: _____
CARGO: _____

TO BE CONSIDERED COMPLETE, THIS POWER OF ATTORNEY MUST INCLUDE THE INFORMATION REQUESTED IN SCHEDULE A.

PARA SER CONSIDERADA COMPLETA, ESTA PROCURAÇÃO DEVE CONTER AS INFORMAÇÕES SOLICITADAS NO APÊNDICE A.

Schedule A

Apêndice A

Aggregate principal amount of Bonds (held by Beneficial Owner on the Record Date):

Valor total principal das Notas (detidas pelo Beneficiário das Notas na Data do Registro):

Beneficial Owner's name (if available):

Nome do Beneficiário das Notas (se disponível):

Beneficial Owner's address (if available):

Endereço do Beneficiário das Notas:

Name of Nominee:

Nome do Mandatário:

Beneficial Owner's account no. at Nominee:

Conta do Beneficiário das Notas no Mandatário:

Nominee's "DTC Participant Number":

Número de Participante do DTC no Mandatário:

Nominee's address:

Endereço do Mandatário:

Contact at Nominee:

Contato no Mandatário:

Contact at Nominee's phone number:

Número do Telefone do Contato no Mandatário:

Contact at Nominee's e-mail:

E-mail do Contato no Mandatário:

VOI or Euroclear/Clearstream Reference (required if making "ATOP" election pursuant to the Bondholder Instructions):

VOI ou Referência no Euroclear/Clearstream (necessário se feita eleição "ATOP" conforme as Instruções do Bondholder):



EXHIBIT B / ANEXO B

[Handwritten signatures and initials]

REVISED BONDHOLDER INSTRUCTIONS

Date: _____, 2013

To: The Garden City Group, Inc.
P.O. Box 10024
Dublin, OH 43017-6624
USA

Re: Joint Pre-packaged Reorganization Plan of Lupatech Group

We refer to the Joint Pre-packaged Reorganization Plan (*Plano de Recuperação Extrajudicial Conjunto*) dated November 26, 2013, a copy of which is attached hereto, (the "Plan") presented by Lupatech S.A., a *sociedade por ações* (corporation) organized under the laws of the Federative Republic of Brazil ("Lupatech"), Lupatech Finance Limited, a company organized under the laws of the Cayman Islands ("Lupatech Finance"), and the other guarantors pursuant to the \$275,000,000 9.875% Guaranteed Perpetual Bonds (the "Bonds") issued by Lupatech Finance. Capitalized terms used and not defined herein shall have the meanings given to them in the Plan.

Beneficial owners of the Bonds that hold the Bonds on December 26, 2013 (the "Record Date") or the broker, dealer, commercial bank, trust company or other nominee therefor (each, a "Nominee") must complete this Form of Bondholder Instructions (the "Bondholder Instructions"). If you are the Nominee that holds the Bonds on the Record Date on behalf of one or more beneficial owners and you are completing and submitting the Bondholder Instructions on behalf of more than one beneficial owner, you must provide the information requested in Sections 2 and 3 hereof on behalf of each beneficial owner.

If you are a beneficial owner completing these Bondholder Instructions, you must obtain a guarantee of signature from a Guarantor as set forth in Section 9 hereof.

1. **Deadlines:**

A. **December 26, 2013** (the "Voting Deadline/Expiration Date")

- The deadline for beneficial owners or their Nominees to adhere to the Plan, and
- The deadline for Nominees to tender the Bonds into the Automated Tender Offer Program ("ATOP") maintained by the Depository Trust Company ("DTC") for the purpose of making the election under Section 4 hereto.

B. **December 31, 2013 – 3:00 p.m. (New York time)** (the "Ballot Deadline")

- The deadline by which The Garden City Group, Inc. ("GCG" or the "Voting Agent") must receive the completed Bondholder Instructions, Power of Attorney, and Letter of Representation (all with the appropriate signature guarantees) reflecting the selections made as of the Voting Deadline/Expiration Date.

2. **Description of Bonds Held** (to be completed by beneficial owner of the Bonds or the beneficial owner's Nominee)

Aggregate principal amount of Bonds: _____
(held by beneficial owner on the Record Date)

Beneficial Owner's name: _____
(if available)

Beneficial Owner's address: _____
(if available)

Name of Nominee: _____

Beneficial Owner's account no. at Nominee: _____

Nominee's "DTC Participant Number": _____

Nominee's address: _____

Contact at Nominee: _____

Contact at Nominee's phone number: _____

Contact at Nominee's e-mail: _____

VOI or Euroclear/Clearstream Reference: _____
(required if making "ATOP" election pursuant to Section 4 below)

IF YOU ARE A NOMINEE YOU MUST REPORT THE POSITIONS AND INSTRUCTIONS FOR ALL OF YOUR BENEFICIAL OWNERS ON THIS FORM. IF YOU NEED ADDITIONAL SPACE TO REPORT YOUR BENEFICIAL OWNERS' POSITIONS AND INSTRUCTIONS YOU MAY SUBMIT THE INFORMATION REQUESTED IN THIS SECTION AND IN SECTION 3 (PLAN ADHERENCE INSTRUCTIONS) IN THE FORM OF A SCHEDULE ATTACHED TO THESE BONDHOLDER INSTRUCTIONS. PLEASE BE SURE TO INCLUDE ALL INFORMATIONAL FIELDS REQUESTED.

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3. Plan Adherence Instructions

Pursuant to the power of attorney granted to you by us as the beneficial owner of Bonds or as the Nominee for the beneficial owner of the Bonds, with respect to the Plan we hereby instruct you as follows:

- (i) We are the beneficial owner or Nominee for the beneficial owner of the aggregate principal amount of Bonds set forth above as of the Record Date and our instructions herein relate to the totality of such principal amount of Bonds, together with all accrued and unpaid interest on such principal amount of Bonds.
- (ii) We wish to adhere to the Plan and hereby direct you to execute all documents and do all things necessary in order to effect such adherence.
- (iii) With respect to the option to convert the remaining amount of our claim not represented by New Notes into Shares of Lupatech S.A. (or Shares represented by ADRs), as set forth in Clause 5.3 of the Plan, we hereby instruct you as follows [*check either "to convert" or "not to convert"*]:

<input type="checkbox"/>	<p><u>to convert</u> such remaining claim into the following [<i>if you elect to convert, you must check one, and only one, of the following boxes</i>]:</p> <p><input type="checkbox"/> <u>Shares of Lupatech S.A.</u> (for beneficial owners or Nominees who either (a) are residents of Brazil with a securities account in Brazil or (b) are non-residents of Brazil that have a "2689 Account" in Brazil).</p> <p style="text-align: center;">OR</p> <p><input type="checkbox"/> <u>ADRs representing Shares of Lupatech S.A.</u> (for all other holders).</p> <p>(If you are selecting either of the elections above, you will also need to tender your Bonds positions into DTC's ATOP system pursuant to Section 4 below.)</p>
OR	
<input type="checkbox"/>	<p><u>not to convert</u> such remaining claim into ADRs (and we understand that all our rights to such remaining claim will therefore be extinguished as set forth in Clause 5.4 of the Plan).</p>

Beneficial owners' elections to convert (or not) must apply to the entire aggregate principal amount of their Bonds.

If Shares or ADRs (as applicable) are to be registered and/or delivered to an entity other than as described in Section 2 (Description of Bonds Held) above, please complete and return Annex A hereto. If you are a Nominee and are submitting Bondholder Instructions for more than one

Beneficial Owner, you must provide such registration and/or delivery instructions for each applicable Beneficial Owner.

4. Elections into ATOP

To elect to convert your remaining claim into either shares of Lupatech S.A. or ADRs representing shares of Lupatech S.A. (as set forth in Section 3 above), Nominees must electronically transmit their beneficial owner's election by transferring their beneficial owners' Bonds into the applicable "contra" CUSIP in accordance with DTC's ATOP procedures for book-entry delivery. DTC will then verify the acceptance and send an agent's message to the Voting Agent for its acceptance. Nominees following this procedure should allow sufficient time for completion of the ATOP procedures prior to the Voting Deadline/Expiration Date.

Bonds tendered into ATOP will be blocked from further trading until a distribution is made on account of the Bonds or Lupatech otherwise cancels the ATOP event. Distribution will not occur until the Plan is confirmed.

Lupatech and Lupatech Finance have undertaken to notify the Trustee, the Voting Agent and DTC of (i) the occurrence of any of the events of default specified in Clause 7.2 of the Plan or (ii) the failure to comply with any condition precedent in the Plan within the time period specified therefor. Upon any such event, the ATOP event will be canceled. Lupatech will cause the ATOP event to be canceled no later than (i) August 18, 2014 or (ii) the expiry of any extension of time granted by bondholders pursuant to Clause 4.3 of the Plan, whichever is later.

5. Bonds Traded on Euroclear/Clearstream

Nominees who are direct participants in the relevant clearing system and who wish to block their Beneficial Owners' Bonds as part of the election process described in Section 3 above must send the relevant clearing system a "valid electronic acceptance instruction" in accordance with the requirements of such clearing system. The receipt of such "valid electronic acceptance instruction" by the relevant clearing system will be acknowledged in accordance with the standard practice of such clearing system and will result in the blocking of the Bonds in that clearing system. By blocking such Bonds in the relevant clearing system, the Beneficial Owner thereof will be deemed to have the relevant clearing system provide details concerning such Beneficial Owner's identity to the Voting Agent.

Bonds tendered into a clearing system will be blocked from further trading until a distribution is made on account of the Bonds or Lupatech otherwise cancels the contemplated transaction. Distribution will not occur until the Plan is confirmed.

Lupatech and Lupatech Finance have undertaken to notify the Trustee, the Voting Agent and the clearing systems of (i) the occurrence of any of the events of default specified in Clause 7.2 of the Plan or (ii) the failure to comply with any condition precedent in the Plan within the time period specified therefor. Upon any such event, the blocking of the Bonds in the clearing system(s) will be canceled. Lupatech will cause the blocking of the Bonds in the clearing

system(s) to be canceled no later than (i) August 18, 2014 or (ii) the expiry of any extension of time granted by bondholders pursuant to Clause 4.3 of the Plan, whichever is later.

6. Returning Bondholder Instructions

You must sign and return these Bondholder Instructions to GCG at the address listed below by the Ballot Deadline:

<u>By Mail</u> LPT Case Administration c/o GCG, Inc. P.O. Box 10024 Dublin, OH 43017-6624 USA	<u>By Hand Delivery or Overnight Courier:</u> LPT Case Administration c/o GCG, Inc. 5151 Blazer Parkway Suite A Dublin, OH 43017 USA
<u>By E-Mail:</u> LupatechEvents@gcginc.com	<u>By Facsimile:</u> (866) 588-3177 (toll-free North America) (614) 553-1625 (direct-dial toll international)

BEFORE SUBMITTING THESE BONDHOLDER INSTRUCTIONS, YOUR SIGNATURE MUST BE GUARANTEED BY A GUARANTOR (SEE SECTION 9 BELOW).

7. Representations and Warranties

We hereby represent and warrant to GCG and the members of the Lupatech Group (as defined in the Plan) as follows:

- (i) Other than as set forth herein, there are no Bonds of which we or any of our affiliates are the beneficial owner, or Nominee, investment manager or advisor for beneficial owners thereof.
- (ii) Other than pursuant to these Bondholder Instructions and the related Power of Attorney, such Bonds are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal or other limitation on disposition or encumbrances of any kind, that would adversely affect the performance of our obligations contained in these Bondholder Instructions.
- (iii) As of the date of these Bondholder Instructions, we are duly organized, validly existing, and (to the extent applicable) in good standing under the laws of the jurisdiction of our organization, and we have all requisite power and authority to execute and deliver these Bondholder Instructions and the related Power of Attorney, and to carry out the transactions contemplated by, and perform our respective obligations, hereunder and thereunder.

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- (iv) Each of the members of the Lupatech Group (as defined in the Plan) is an intended beneficiary of these Instructions and the related Power of Attorney, including the representations, warranties, and covenants set forth herein.

8. Further Undertakings

For so long as each condition precedent in the Plan shall have been satisfied within the time period specified therefor, we hereby undertake and agree as follows:

- (i) to vote (or cause or instruct any Nominee, custodian, attorney in fact, or other agent to timely vote) the aggregate principal of Bonds set forth in section 2 hereof beneficially owned by us, or for which we are the Nominee, investment manager or advisor for beneficial owners thereof, in favor of the Plan, in accordance with the procedures set forth therein;
- (ii) not to withdraw or revoke, or cause to be withdrawn or revoked, our tender, consent or vote in favor of the Plan;
- (iii) to refrain from exercising, or causing to be exercised, any rights or remedies we may have in respect of the Bonds;
- (iv) (a) not to object, or cause any other party to object, on any grounds, to the confirmation of the Plan or the recognition of the Brazilian proceeding by a United States Bankruptcy Court (a "Bankruptcy Court") pursuant to Chapter 15 of Title 11 of the United States Code (the "Bankruptcy Code"); and (b) not to seek, solicit, support, vote for, agree to, accept, or encourage, directly or indirectly, (x) any objection to the Plan or the recognition of the Brazilian proceeding by a Bankruptcy Court pursuant to the Bankruptcy Code or (y) any other plan of reorganization or liquidation or any sale process with respect to the Lupatech Group, any member thereof or any of their business units, including any sale of any of their assets; and
- (v) not to take any other action, or cause any other action to be taken, including, without limitation, initiating any legal proceeding, that is inconsistent with, or that would be reasonably likely to interfere with, delay or impede, directly or indirectly, with the consummation of the transactions contemplated by the Plan.

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* * *

Name of Bondholder or Nominee

By: _____

Name: _____

Title: _____

Address: _____

(If you are a Nominee acting on behalf of a beneficial owner of Bonds, by executing these Bondholder Instructions, you are attesting to the fact that you have authority to make, and do make, the instructions, representations, warranties, and undertakings set forth in these Bondholder Instructions on behalf of the beneficial owner.)

9. Guarantee of Signature

Signatures on this Form of Bondholder Instructions must be guaranteed by a recognized participant in good standing in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or the Stock Exchange Medallion Program (each a "Guarantor"), unless the Bonds are held for the account of a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, Inc., or a commercial bank or trust company having an office or correspondent in the United States.

Authorized signature of Guarantor: _____

Name of Guarantor: _____

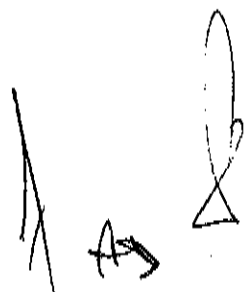
Address: _____

Telephone number: _____

E-mail address: _____

Date: _____

[Place Seal Here]



10. For Further Information

If you have any questions regarding these Bondholder Instructions or the procedures set forth herein, please call GCG at (800) 203-4910 (toll-free North America) or (614) 763-6114 (direct-dial toll international).

Annex A: Form of Special Issuance/Delivery Instructions

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Annex A

A. SPECIAL REGISTRATION INSTRUCTIONS	B. SPECIAL DELIVERY INSTRUCTIONS
To be completed ONLY if certificates representing Shares or ADRs are to be registered to an entity other than the Beneficial Owner other than as listed in Section 2 (Description of Bonds Held) of the Bondholder Instructions.	To be completed ONLY if certificates representing Shares or ADRs are to be delivered to an entity other than the Beneficial Owner other than as listed in Section 2 (Description of Bonds Held) of the Bondholder Instructions.
<input type="checkbox"/> Register Shares/ADRs to: Name(s): _____ _____ Address: _____ _____ _____ Telephone Number: _____	<input type="checkbox"/> Deliver Shares/ADRs to: Name(s): _____ _____ Address: _____ _____ _____ Telephone Number: _____

[Handwritten signatures and initials]



SCHEDULE I / APÊNDICE I

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Final Bondholder Instructions Report

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UID	Nominee	DTC No.	Beneficial Owner Account No.*	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOI No.*	Original POA No.	Representation Letter No.
18	BROWN BROTHERS HARRIMAN & CO	010	8724	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3242	17	17
19			3861	Non-US	3,670,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX537	18	18
20			1252	Non-US	15,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1303	19	19
21			1252	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1354	20	20
22	BROWN BROTHERS HARRIMAN	010	1252	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1329	21	21
23	BROWN BROTHERS HARRIMAN & CO	010	1252	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1420	22	22
57	FIRST CLEARING LLC	141	0246	Non-US	24,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3507	49	54
57			0327	Non-US	120,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4241	49	54
57			0508	Non-US	225,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4853	49	54
57			0544	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4628	49	54
57			0798	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4829	49	54
57			1018	Non-US	24,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4627	49	54
57			1072	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5825	49	54
57			1076	Non-US	35,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4489	49	54
57			1083	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3546	49	54
57			1350	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4224	49	54
57			1486	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2462	49	54
57			1508	Non-US	28,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4586	49	54
57			1605	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3528	49	54
57			1620	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4554	49	54
57			1631	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5003	49	54
57			1679	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3732	49	54
57			1699	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4504	49	54
57			1712	Non-US	45,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5206	49	54
57			1732	Non-US	35,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5916	49	54
57			1977	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4712	49	54
57			2005	Non-US	45,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5809	49	54
57			2108	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0658	49	54
57			2268	Non-US	27,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4522	49	54
57			2338	Non-US	26,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0542	49	54
57			2421	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3458	49	54
57			2546	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2309	49	54
57			2604	Non-US	21,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4041	49	54
57			2606	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1808	49	54

* Portions of account numbers and VOI numbers have been redacted to preserve privacy and confidentiality.



Final Bondholder Instructions Report

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UID	Nonline	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No. *	Original POA No.	Representation Letter No.
57	FIRST CLEARING LLC	141	2714	Non-US	190,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4317	49	54
57			2760	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX6234	49	54
57			2798	Non-US	53,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4753	49	54
57			2821	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX6349	49	54
57			2841	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1700	49	54
57			2845	Non-US	19,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5755	49	54
57			2967	Non-US	248,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4723	49	54
57			3042	Non-US	32,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0820	49	54
57			3089	Non-US	34,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0039	49	54
57			3216	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4555	49	54
57			3225	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5307	49	54
57			3307	Non-US	45,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4656	49	54
57			3316	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2555	49	54
57			3427	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5519	49	54
57			3549	Non-US	170,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0222	49	54
57			3581	Non-US	110,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3754	49	54
57			3656	Non-US	111,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2622	49	54
57			3659	Non-US	45,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2880	49	54
57			3663	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4203	49	54
57			3673	Non-US	35,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4343	49	54
57			3745	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3712	49	54
57			3880	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2407	49	54
57			3980	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5155	49	54
57			4006	Non-US	15,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4450	49	54
57			4184	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2542	49	54
57			4243	Non-US	31,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0705	49	54
57			4258	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3128	49	54
57			4404	Non-US	38,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4732	49	54
57			4618	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5043	49	54
57			4679	Non-US	113,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0652	49	54
57			4685	Non-US	41,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5241	49	54
57			4719	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4130	49	54
57			4829	Non-US	135,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3227	49	54
57			5021	Non-US	127,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX06151	49	54
57			5210	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3315	49	54

* Portions of account numbers and VOL numbers have been redacted to preserve privacy and confidentiality.

Handwritten signature and initials "AGB" in the top right corner.



Final Bondholder Instructions Report

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UID	Nominee	DTC No.	Beneficial Owner Account No.	Beneficial Owner Status	Notes Electing ADPS	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No.	Original POA No.	Representation Letter No.
57	FRST CLEARING LLC	141	5388	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4925	49	54
57			5388	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2731	49	54
57			5429	Non-US	65,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4534	49	54
57			5459	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0927	49	54
57			5463	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1335	49	54
57			5536	Non-US	27,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0322	49	54
57			5714	Non-US	38,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX05125	49	54
57			5747	Non-US	97,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX05617	49	54
57			5747	Non-US	106,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX05441	49	54
57			5967	Non-US	12,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4352	49	54
57			6067	Non-US	312,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX03035	49	54
57			6143	Non-US	27,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4135	49	54
57			6254	Non-US	26,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01535	49	54
57			628C	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4114	49	54
57			628M	Non-US	35,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4234	49	54
57			6293	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX02141	49	54
57			6349	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2834	49	54
57			6376	Non-US	75,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX03535	49	54
57			6402	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01109	49	54
57			6418	Non-US	32,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX02742	49	54
57			6867	Non-US	90,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX033842	49	54
57			6883	Non-US	53,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX05054	49	54
57			7107	Non-US	128,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX03941	49	54
57			7160	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX02295	49	54
57			7194	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX05545	49	54
57			7318	Non-US	156,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX02665	49	54
57			7457	Non-US	46,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX02931	49	54
57			7672	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX04828	49	54
57			7743	Non-US	15,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01733	49	54
57			8085	Non-US	71,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX05411	49	54
57			818C	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX03418	49	54
57			818M	Non-US	14,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX03502	49	54
57			8352	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX02040	49	54
57			8455	Non-US	500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX03806	49	54
57			8459	Non-US	37,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01824	49	54

* Portions of account numbers and VOL numbers have been redacted to preserve privacy and confidentiality.

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UID	Nominee	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No. *	Original POA No.	Representation Letter No.
57	FIRST CLEARING LLC	141	8497	Non-US	157,000.00	0.00	0.00	G57NUS9A0	X0000000000005609	49	54
57			8690	Non-US	70,000.00	0.00	0.00	G57NUS9A0	X000000000005635	49	54
57			8735	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X000000000005203	49	54
57			8743	Non-US	21,000.00	0.00	0.00	G57NUS9A0	X000000000005703	49	54
57			8762	Non-US	63,000.00	0.00	0.00	G57NUS9A0	X0000000000005055	49	54
57			8888	Non-US	165,000.00	0.00	0.00	G57NUS9A0	X0000000000003614	49	54
57			8856	Non-US	18,000.00	0.00	0.00	G57NUS9A0	X0000000000000616	49	54
57			9008	Non-US	20,000.00	0.00	0.00	G57NUS9A0	X0000000000005123	49	54
57			9034	Non-US	21,000.00	0.00	0.00	G57NUS9A0	X0000000000004642	49	54
57			9067	Non-US	100,000.00	0.00	0.00	G57NUS9A0	X0000000000005801	49	54
57			9069	Non-US	100,000.00	0.00	0.00	G57NUS9A0	X0000000000005714	49	54
57			9177	Non-US	150,000.00	0.00	0.00	G57NUS9A0	X0000000000004698	49	54
57			9253	Non-US	40,000.00	0.00	0.00	G57NUS9A0	X0000000000000015	49	54
57			9280	Non-US	30,000.00	0.00	0.00	G57NUS9A0	X0000000000000159	49	54
57			9286	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X0000000000003933	49	54
57			933C	Non-US	83,000.00	0.00	0.00	G57NUS9A0	X0000000000005422	49	54
57			933M	Non-US	100,000.00	0.00	0.00	G57NUS9A0	X0000000000005512	49	54
57			9392	Non-US	31,000.00	0.00	0.00	G57NUS9A0	X0000000000005752	49	54
57			9445	Non-US	203,000.00	0.00	0.00	G57NUS9A0	X0000000000005968	49	54
57			9459	Non-US	20,000.00	0.00	0.00	G57NUS9A0	X0000000000002335	49	54
57			9487	Non-US	25,000.00	0.00	0.00	G57NUS9A0	X0000000000005814	49	54
57			9620	Non-US	31,000.00	0.00	0.00	G57NUS9A0	X0000000000003700	49	54
57			9783	Non-US	100,000.00	0.00	0.00	G57NUS9A0	X0000000000002809	49	54
57			9791	Non-US	68,000.00	0.00	0.00	G57NUS9A0	X0000000000005321	49	54
57			9824	Non-US	135,000.00	0.00	0.00	G57NUS9A0	X0000000000003099	49	54
57			9866	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X0000000000003835	49	54
57			9881	Non-US	150,000.00	0.00	0.00	G57NUS9A0	X0000000000004631	49	54
58			0402	QIB	40,000.00	0.00	0.00	G57QIB9A4	X0000000000002619	50	55
58			3624	QIB	64,000.00	0.00	0.00	G57QIB9A4	X0000000000002415	50	55
58			5315	QIB	76,000.00	0.00	0.00	G57QIB9A4	X0000000000002965	50	55
58			7062	QIB	38,000.00	0.00	0.00	G57QIB9A4	X0000000000002248	50	55
58			8712	QIB	24,000.00	0.00	0.00	G57QIB9A4	X0000000000002124	50	55
58			9389	QIB	37,000.00	0.00	0.00	G57QIB9A4	X0000000000001709	50	55
70	MORGAN STANLEY	15	7770	Sophisticated	10,000.00	0.00	0.00	G57ADP8A9	X0000000000003439	65	74

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70	MORGAN STANLEY	15	7770	Sophisticated	40,000.00	0.00	0.00	G57ADRS9A9	XXXXXXXXXXXX439	85	74
70			7770	Sophisticated	40,000.00	0.00	0.00	G57ADRS9A9	XXXXXXXXXXXX439	85	74
70			7770	Sophisticated	40,000.00	0.00	0.00	G57ADRS9A9	XXXXXXXXXXXX439	85	74
70			7770	Sophisticated	100,000.00	0.00	0.00	G57ADRS9A9	XXXXXXXXXXXX439	85	74
70			7770	Sophisticated	28,000.00	0.00	0.00	G57ADRS9A9	XXXXXXXXXXXX439	85	74
70			7770	Sophisticated	100,000.00	0.00	0.00	G57ADRS9A9	XXXXXXXXXXXX439	85	74
70			7770	Sophisticated	10,000.00	0.00	0.00	G57ADRS9A9	XXXXXXXXXXXX439	85	74
71			1120	QIB	200,000.00	0.00	0.00	G57QIB9A4	XXXXXXXXXXXX4647	86	75
71			1120	QIB	50,000.00	0.00	0.00	G57QIB9A4	XXXXXXXXXXXX4647	86	75
71			1120	QIB	55,000.00	0.00	0.00	G57QIB9A4	XXXXXXXXXXXX4647	86	75
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	82,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	113,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	117,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	118,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	22,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	382,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	43,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	28,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	2,225,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	11,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	835,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	867,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	12,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73

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UID	Nominee	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No.*	Original POA No.	Representation Letter No.
72	MORGAN STANLEY	15	1020	Non-US	70,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	190,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	208,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	200,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	35,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	100,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	25,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	80,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	100,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	72,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	40,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	250,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	190,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	150,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	20,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	141,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	5,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	120,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	32,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	27,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	200,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	15,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	70,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	70,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	200,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	7,500.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	437,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	120,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	40,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	2,500.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73
72			1020	Non-US	25,000.00	0.00	0.00	G57NUS9A0	X000000000004258	67	73

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UID	Nominee	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADPs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No. *	Original POA No.	Representation Letter No.
72	MORGAN STANLEY	15	1020	Non-US	87,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	67,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	75,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	112,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	75,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	80,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	66,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	295,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	32,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	106,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	282,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	108,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	120,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	17,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	70,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	270,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	75,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	32,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	454,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	270,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	47,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	216,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4258	67	73

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UID	Nominee	DTC No.	Beneficial Owner Account No.*	Beneficial Owner Status	Notes Electing ADPS	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No.*	Original POA No.	Representation Letter No.
72	MORGAN STANLEY	15	1020	Non-US	180,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	54,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	55,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	400,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	54,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	110,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	600,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	802,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	120,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	70,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	170,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
72			1020	Non-US	60,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4258	67	73
68	HSBC BANK	2122	1136	Non-US	46,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4209	62	65
68			3187	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX0441	62	65
68			4618	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX0258	62	65
68			9475	Non-US	230,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX4529	62	65
68			9593	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXX0628	62	65

* Portions of account numbers and VOL numbers have been redacted to preserve privacy and confidentiality.

ASB



Final Bondholder Instructions Report

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UID	Nominee	DTC No.	Beneficial Owner Account No.*	Beneficial Owner Status	Notes Electing ADPS	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOI No.*	Original POA No.	Representation Letter No.
14	NATIONAL FINANCIAL SERVICES LLC	226	9021	Non-US	250,000.00	0.00	0.00	G57NUS9A0	X000000000000346	13	13
28	NATIONAL FINANCIAL SERVICES	226	9902	Non-US	20,000.00	0.00	0.00	G57NUS9A0	X0000000000004018	26	27
73	JP MORGAN CLEARING CORP	352	1014	Non-US	10,000.00	0.00	0.00	G57NUS9A0	X0000000000003659	88-89	70
73			1319	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X0000000000002701	88-89	70
73			1816	Non-US	100,000.00	0.00	0.00	G57NUS9A0	X0000000000002725	88-89	70
73			2420	Non-US	3,102,000.00	0.00	0.00	G57NUS9A0	X0000000000004338	88-89	70
73			2513	Non-US	200,000.00	0.00	0.00	G57NUS9A0	X0000000000002809	88-89	70
73			2913	Non-US	6,000.00	0.00	0.00	G57NUS9A0	X0000000000003555	88-89	70
73			3013	Non-US	30,000.00	0.00	0.00	G57NUS9A0	X0000000000003749	88-89	70
73			4214	Non-US	100,000.00	0.00	0.00	G57NUS9A0	X0000000000002748	88-89	70
73			4623	Non-US	16,196,000.00	0.00	0.00	G57NUS9A0	X0000000000004313	88-89	70
73			4721	Sophisticated	100,000.00	0.00	0.00	G57NUS9A0	X0000000000002348	88-89	70
73			5117	Non-US	15,000.00	0.00	0.00	G57NUS9A0	X0000000000002853	88-89	70
73			5323	Sophisticated	250,000.00	0.00	0.00	G57NUS9A0	X0000000000002428	88-89	70
73			6023	Non-US	107,000.00	0.00	0.00	G57NUS9A0	X0000000000002828	88-89	70
73			7213	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X0000000000003734	88-89	70
73			7511	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X0000000000002803	88-89	70
73			7912	Non-US	30,000.00	0.00	0.00	G57NUS9A0	X0000000000003701	88-89	70
73			7915	Non-US	20,000.00	0.00	0.00	G57NUS9A0	X0000000000003810	88-89	70
73			8217	Non-US	30,000.00	0.00	0.00	G57NUS9A0	X0000000000003719	88-89	70
73			8218	Non-US	10,000.00	0.00	0.00	G57NUS9A0	X0000000000003219	88-89	70
73			8516	Non-US	116,000.00	0.00	0.00	G57NUS9A0	X0000000000003819	88-89	70
73			9019	Non-US	20,000.00	0.00	0.00	G57NUS9A0	X0000000000002304	88-89	70
73			9421	Non-US	400,000.00	0.00	0.00	G57NUS9A0	X0000000000002829	88-89	70
59	PERSHING LLC	443	0031	Non-US	15,000.00	0.00	0.00	G57NUS9A0	X0000000000002647	51	56
59			0032	Non-US	236,000.00	0.00	0.00	G57NUS9A0	X0000000000002647	51	56
59			0071	Non-US	0.00	10,000.00	0.00	G57NUS9A1	X0000000000002809	51	56
59			0091	Non-US	750,000.00	0.00	0.00	G57NUS9A0	X0000000000002647	51	56
59			0411	Non-US	10,000.00	0.00	0.00	G57NUS9A0	X0000000000002647	51	56
59			0141	Non-US	0.00	0.00	-19,000.00	G57NUS9A0	X0000000000002647	51	56
59			0281	Non-US	250,000.00	0.00	0.00	G57NUS9A0	X0000000000002647	51	56
59			0291	Non-US	20,000.00	0.00	0.00	G57NUS9A0	X0000000000002647	51	56
59			0322	Non-US	0.00	15,000.00	0.00	G57NUS9A1	X0000000000002809	51	56

* Portions of account numbers and VOI numbers have been redacted to preserve privacy and confidentiality.

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UID	Nominee	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADs	Notes Electing Shares	Notes Electing Next to Convert	Contra-CUSIP	VOL No. *	Original POA No.	Representation Letter No.
59	PERSHING LLC	443	0331	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0371	Non-US	0.00	6,976,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			0411	Non-US	151,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0431	Non-US	170,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0441	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0501	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0511	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0512	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0522	Non-US	0.00	0.00	40,000.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0621	Non-US	11,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0671	Non-US	194,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0762	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0831	Non-US	0.00	10,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			0851	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0901	Non-US	160,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0971	Non-US	70,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0981	Non-US	145,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			0991	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1001	Non-US	37,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1021	Non-US	0.00	20,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			1021	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1061	Non-US	60,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1151	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1161	Non-US	60,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1171	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1301	Non-US	0.00	25,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			1321	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1361	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1551	Non-US	145,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1631	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1651	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1701	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1732	Non-US	44,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1751	Non-US	5,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1781	Non-US	72,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56

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UID	Nominee	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contract-CUSIP	VOL No. *	Original POA No.	Representation Letter No.
59	PERSHING LLC	443	1801	Non-US	48,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1991	Non-US	240,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			1991	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			2021	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			2041	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			2071	Non-US	1,000,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			2111	Non-US	0.00	100,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			2131	Non-US	12,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			2201	Non-US	18,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			2381	Non-US	27,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			2521	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			2571	Non-US	0.00	33,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			2701	Non-US	60,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			2791	Non-US	1,900,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			2861	Non-US	0.00	50,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			2871	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			2891	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			2921	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			3111	Non-US	0.00	15,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			3221	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			3231	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			3381	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			3411	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			3551	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			3581	Sophisticated	200,000.00	0.00	0.00	G57ADR9A9	XXXXXXXXXXXX2847	51	56
59			3702	Non-US	216,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			3711	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			3751	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			3831	Non-US	133,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			3841	Non-US	0.00	35,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			3841	Non-US	24,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			3871	Non-US	107,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			3911	Non-US	250,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			4171	Non-US	80,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56
59			4291	Non-US	15,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2847	51	56

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Final Bondholder Instructions Report

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UID	Nominee	DTC No.	Beneficial Owner Account No.*	Beneficial Owner Status	Notes Electing ADPS	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No.*	Original POA No.	Representation Letter No.
59	PERSHING LLC	443	4381	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4411	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4421	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4441		0.00	0.00	15,000.00			51	56
59			4491	Non-US	0.00	28,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2609	51	56
59			4541	Non-US	500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4571	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4571	Non-US	3,008,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4581	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4591	Non-US	15,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4601	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4641	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4681	Non-US	0.00	50,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2609	51	56
59			4751	Non-US	14,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4752	Non-US	500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4881	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			4881	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5021	Non-US	80,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5031	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5031	Non-US	23,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5072		0.00	0.00	100,000.00			51	56
59			5081	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5131	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5231	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5252	Non-US	53,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5272	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5301	Non-US	120,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5371	Non-US	45,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5492	Non-US	120,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5551	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5641	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5641	Non-US	52,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			5641		0.00	0.00	200,000.00			51	56
59			5791	Sophisticated	0.00	928,000.00	0.00	G57DEL8A6	XXXXXXXXXXXX3102	51	56
59			5852	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56

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UID	Nominee	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADRS	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No. *	Original POA No.	Representation Letter No.
58	PERSHING LLC	443	5871	Sophisticated	0.00	440,000.00	0.00	G57DELBAG	XXXXXXXXXXXX2647	51	56
58			5871	Sophisticated	0.00	200,000.00	0.00	G57DELBAG	XXXXXXXXXXXX2647	51	56
58			5872	Sophisticated	0.00	700,000.00	0.00	G57DELBAG	XXXXXXXXXXXX2647	51	56
58			5882		0.00	0.00	40,000.00			51	56
58			5871	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6051	Non-US	7,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6111	Non-US	42,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6111		0.00	0.00	30,000.00			51	56
58			6211	Non-US	5,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6281	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6291	QIB	487,000.00	0.00	0.00	G57QIB9A4	XXXXXXXXXXXX1947	51	56
58			6411	Non-US	0.00	30,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
58			6471	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6472	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6501	Non-US	0.00	31,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
58			6521	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6621	Non-US	81,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6631	Non-US	70,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6681	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6681	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6751	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6751	Non-US	60,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6851	Non-US	0.00	12,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
58			6871	Non-US	105,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6831	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			6861	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			7021	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			7041	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			7071	Non-US	11,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			7072	Non-US	0.00	100,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
58			7121	Non-US	155,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			7201	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			7271	Non-US	12,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
58			7282	Non-US	0.00	100,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
58			7301	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56

* Portions of account numbers and VOL numbers have been redacted to preserve privacy and confidentiality.

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UID	Nominee	DTC No.	Beneficial Owner Account No.*	Beneficial Owner Status	Notes Electing ADPS	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOI No.*	Original POA No.	Representation Letter No.
59	PERSHING LLC	443	7301	Non-US	12,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7401	Non-US	0.00	20,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			7411	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7421	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7501	Non-US	19,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7521	Non-US	180,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7611	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7691	Non-US	15,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7701	Non-US	60,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7761	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7761	Non-US	120,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7781	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7791	Non-US	280,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7811	Non-US	0.00	50,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			7861	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7861	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7921	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			7961	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8001	Non-US	0.00	25,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			8031	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8081	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8101	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8102	Non-US	0.00	0.00	14,000.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8111	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8241	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8291	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8321	Non-US	60,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8391	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8461	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8591	Non-US	75,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8621	Non-US	12,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8781	Non-US	0.00	100,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX2809	51	56
59			8791	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8792	Non-US	18,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8811	Non-US	23,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56

* Portions of account numbers and VOI numbers have been redacted to preserve privacy and confidentiality.

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UID	Monitree	DTC No.	Beneficial Owner Account No.*	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No.*	Original POA No.	Representation Letter No.
59	PERSHING LLC	443	8811	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8821	Non-US	0.00	300,000.00	0.00	G57NUS8A1	XXXXXXXXXXXX2809	51	56
59			8861	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8821	Non-US	155,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			8851	Non-US	96,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9001	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9221	QIB	0.00	65,000.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9271	Non-US	0.00	65,000.00	0.00	G57NUS8A1	XXXXXXXXXXXX2131	51	56
59			9271	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2809	51	56
59			9271	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9311	Non-US	62,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9321	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9331	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9351	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9371	Non-US	0.00	0.00	25,000.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9381	Non-US	130,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9392	Non-US	500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9441	Non-US	70,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9511	Non-US	70,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9671	Non-US	18,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9701	Non-US	1,250,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9751	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9821	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9832	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9851	Non-US	455,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9811	Non-US	275,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9851	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
59			9851	Non-US	13,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2647	51	56
26	MERRILL LYNCH	5198	0016	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1420	25	25
26			0878	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1431	25	25
26			0631	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1042	25	25
26			0468	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1054	25	25
26			0190	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1105	25	25
26			0466	Non-US	65,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1409	25	25

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UID	Nominee	DTC No.	Beneficial Owner Account No.*	Beneficial Owner Status	Notes Electing ADPs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No.*	Original POA No.	Representation Letter No.
26	MERRILL LYNCH	5198	0779	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1116	25	25
26			0780	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1127	25	25
26			1462	Non-US	60,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1630	25	25
26			1U33	Sophisticated	20,000.00	0.00	0.00	G57ADR9A9	XXXXXXXXXXXX04733	25	25
26			2081	Non-US	123,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00857	25	25
26			2001	Non-US	4,140,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00844	25	25
26			2965	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00912	25	25
26			3011	Non-US	1,803,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01315	25	25
26			3014	Non-US	365,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01328	25	25
26			3017	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01340	25	25
26			3715	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01518	25	25
26			3824	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01442	25	25
26			3M10	Non-US	52,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01465	25	25
26			4K03	Non-US	120,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01544	25	25
26			4M62	Sophisticated	150,000.00	0.00	0.00	G57ADR9A9	XXXXXXXXXXXX04714	25	25
26			5297	Non-US	115,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00927	25	25
26			5649	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01163	25	25
26			6796	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01609	25	25
26			8811	Non-US	62,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01619	25	25
26			6441	Non-US	65,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01567	25	25
26			6149	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00938	25	25
26			7249	Non-US	400,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01368	25	25
26			7869	QIB	100,000.00	0.00	0.00	G57QIB9A4	XXXXXXXXXXXX04118	25	25
26			7812	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01301	25	25
26			7A42	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00419	25	25
26			7B23	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00363	25	25
26			7B24	Non-US	71,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00407	25	25
26			7B26	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00745	25	25
26			7C22	Non-US	350,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00759	25	25
26			7C42	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00257	25	25
26			7C46	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01206	25	25
26			7D71	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00811	25	25
26			7E11	Non-US	294,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00830	25	25
26			7E41	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00443	25	25
26			7F21	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX01217	25	25

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USD	Nominee	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No. *	Original POA No.	Representation Letter No.
26	MERRILL LYNCH	5198	7G43	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0337	25	25
26			7G87	Non-US	70,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0510	25	25
26			7H21	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0525	25	25
26			7K01	Non-US	60,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0636	25	25
26			7K07	Non-US	120,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0650	25	25
26			7L01	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0705	25	25
26			7M10	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0716	25	25
26			7N35	Non-US	400,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0733	25	25
26			7U91	Non-US	211,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1004	25	25
26			7W70	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1041	25	25
26			8X88	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1142	25	25
26			9002	QIB	180,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1199	25	25
26			9A73	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1352	25	25
26			9G28	Non-US	54,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1019	25	25
26			9N90	Non-US	36,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1229	25	25
26			9T48	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1030	25	25
13	UBS SECURITIES LLC	642	6421	Non-US	0.00	8,181,000.00	0.00	G57NUSBA1	XXXXXXXXXXXX0020	12	12
16	RAYMOND JAMES AND ASSOCIATES	725	0260	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1536	15	28
16			0514	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2410	15	28
16			0689	Non-US	35,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2859	15	28
16			1441	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2939	15	28
16			1617	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2622	15	28
16			1814	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3624	15	28
16			2056	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4848	15	28
16			2213	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5314	15	28
16			2733	Non-US	75,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2127	15	28
16			3066	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2611	15	28
16			3065	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX5115	15	28
16			3363	Non-US	15,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4054	15	28
16			3539	Non-US	3,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1638	15	28
16			3733	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0813	15	28
16			3854	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4849	15	28
16				Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2446	15	28

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UID	Mortgage	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Central-CLIFF	VOI No. *	Original POA No.	Representation Letter No.
16	RAYMOND JAMES AND ASSOCIATES	725	4272	Non-US	15,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX1841	15	26
16			4531	Non-US	40,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX3038	15	28
16			4550	Non-US	36,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX3118	15	28
16			4563	Non-US	50,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX2710	15	28
16			4818	Non-US	30,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX4259	15	28
16			4828	Non-US	50,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX5220	15	28
16			4879	Non-US	40,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX5036	15	28
16			5441	Non-US	20,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX4356	15	28
16			5880	Non-US	25,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX1725	15	28
16			5893	Non-US	20,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX2254	15	28
16			5892	Non-US	220,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX4206	15	28
16			6790	Non-US	60,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX3159	15	28
16			6914	Non-US	90,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX1823	15	28
16			6930	Non-US	20,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX3732	15	28
16			7108	Non-US	20,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX3838	15	28
16			7213	Non-US	65,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX2334	15	28
16			7483	Non-US	40,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX4512	15	28
16			7647	Non-US	20,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX4617	15	28
16			8299	Non-US	30,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX3254	15	28
16			8317	Non-US	20,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX3408	15	28
16			8449	Non-US	30,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX4709	15	28
16			8703	Non-US	30,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX4803	15	28
16			8707	Non-US	40,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX3866	15	28
16			9879	Non-US	20,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX2208	15	28
16			9982	Non-US	20,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX3537	15	28
69	JP MORGAN CHASE BANK NA	902	2500	Non-US	25,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX1323	64	44
69			2500	Non-US	100,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX1245	64	44
69			2500	Non-US	100,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX1744	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX0009	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX2699	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX0013	64	44
69			4115	Non-US	105,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX5945	64	44
69			4115	Non-US	1,085,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX6906	64	44
69			4115	Non-US	76,000.00	0.00	0.00	G57NUS940	XXXXXXXXXXXX5804	64	44

* Portions of account numbers and VOI numbers have been redacted to preserve privacy and confidentiality.

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UID	Nominee	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No. *	Original POA No.	Representation Letter No.
69	JP MORGAN CHASE BANK NA	902	4115	Non-US	18,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX3416	64	44
69			4115	Non-US	650,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2386	64	44
69			4115	Non-US	60,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2814	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2829	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2804	64	44
69			4115	Non-US	31,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2738	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2637	64	44
69			4115	Non-US	590,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2613	64	44
69			4115	Non-US	10,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2549	64	44
69			4115	Non-US	25,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2525	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2458	64	44
69			4115	Non-US	75,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2421	64	44
69			4115	Non-US	250,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2344	64	44
69			4115	Non-US	300,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2245	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX2155	64	44
69			4115	Non-US	280,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX1116	64	44
69			4115	Non-US	225,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX1050	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0953	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0905	64	44
69			4115	Non-US	60,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0832	64	44
69			4115	Non-US	25,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0733	64	44
69			4115	Non-US	70,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0286	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0157	64	44
69			4115	Non-US	2,000,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0127	64	44
69			4115	Non-US	150,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0106	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0028	64	44
69			4115	Non-US	800,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0001	64	44
69			4115	Non-US	39,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0591	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0598	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0518	64	44
69			4115	Non-US	210,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0572	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0563	64	44
69			4115	Non-US	280,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0563	64	44
69			4115	Non-US	1,997,000.00	0.00	0.00	G57NUS940	XXXXXXXXXX0526	64	44

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69	JIP MORGAN CHASE BANK NA	902	4115	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3444	64	44
69			4115	Non-US	0.00	500,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX4725	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0523	64	44
69			4115	Non-US	135,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0463	64	44
69			4115	Non-US	230,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0429	64	44
69			4115	Non-US	2,172,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0358	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0203	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0137	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0063	64	44
69			4115	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0597	64	44
69			4115	Non-US	133,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0507	64	44
69			4115	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4857	64	44
69			4115	Non-US	1,500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4837	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4806	64	44
69			4115	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4737	64	44
69			4115	Non-US	1,150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4655	64	44
69			4115	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4547	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4514	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4443	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4344	64	44
69			4115	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4144	64	44
69			4115	Non-US	25,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4121	64	44
69			4115	Non-US	75,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4028	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3959	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3802	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3639	64	44
69			4115	Non-US	600,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3611	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3746	64	44
69			4115	Non-US	320,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3717	64	44
69			4115	Non-US	5,578,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3648	64	44
69			4115	Non-US	95,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3616	64	44
69			4115	Non-US	95,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3547	64	44
69			4115	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3451	64	44
69			4115	Non-US	3,968,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3424	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3347	64	44

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UID	Nominee	DTC No.	Beneficial Owner Account No.*	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOI No.*	Original PCA No.	Representation Letter No.
69	JP MORGAN CHASE BANK NA	902	4115	Non-US	230,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3313	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3245	64	44
69			4115	Non-US	600,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3217	64	44
69			4115	Non-US	15,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3152	64	44
69			4115	Non-US	110,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3121	64	44
69			4115	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3041	64	44
69			4115	Non-US	105,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3009	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2944	64	44
69			4115	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2921	64	44
69			4115	Non-US	85,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2850	64	44
69			4115	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2817	64	44
69			4115	Non-US	180,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX2518	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1748	64	44
69			4115	Non-US	500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1720	64	44
69			4115	Non-US	45,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1649	64	44
69			4115	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1626	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1557	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1533	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1459	64	44
69			4115	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX3303	64	44
69			4115	Non-US	120,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1429	64	44
69			4115	Non-US	350,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1357	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1321	64	44
69			4115	Non-US	800,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1056	64	44
69			4115	Non-US	135,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1253	64	44
69			4115	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1219	64	44
69			4115	Non-US	2,170,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1140	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1113	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1048	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1008	64	44
69			4115	Non-US	500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0932	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0901	64	44
69			4115	Non-US	598,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0817	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0749	64	44

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UID	Nominant	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contrat-CUSIP	VOI No. *	Original POA No.	Representation Letter No.
69	JP MORGAN CHASE BANK NA	902	4115	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX4602	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0717	64	44
69			4115	Non-US	687,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0646	64	44
69			4115	Non-US	390,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0607	64	44
69			4115	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0021	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0541	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0515	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0450	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0319	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0428	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0402	64	44
69			4115	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0326	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0258	64	44
69			4115	Non-US	750,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0250	64	44
69			4115	Non-US	75,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0149	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0117	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0586	64	44
69			4115	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0082	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0015	64	44
69			4115	QIB	300,000.00	0.00	0.00	G57QIB9A4	XXXXXXXXXXXX0684	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0574	64	44
69			4115	QIB	100,000.00	0.00	0.00	G57QIB9A4	XXXXXXXXXXXX0805	64	44
69			4115	QIB	300,000.00	0.00	0.00	G57QIB9A4	XXXXXXXXXXXX0526	64	44
69			4115	QIB	100,000.00	0.00	0.00	G57QIB9A4	XXXXXXXXXXXX0607	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0537	64	44
69			4115	Non-US	0.00	165,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX0543	64	44
69			4115	Non-US	1,804,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0415	64	44
69			4115	Non-US	905,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0233	64	44
69			4115	Non-US	2,525,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX02150	64	44
69			4115	Non-US	2,845,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX02117	64	44
69			4115	Non-US	500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0346	64	44
69			4115	Non-US	117,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX02017	64	44
69			4115	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX00802	64	44
69			4115	Non-US	56,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1948	64	44
69			4115	Non-US	1,140,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX1911	64	44

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UID	Nominee	DTC No.	Beneficial Owner Account No.*	Beneficial Owner Status	Notes Electing ADVs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOI No.*	Original POA No.	Representation Letter No.
69	JP MORGAN CHASE BANK NA	902	4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	X000000000X1844	64	44
69			4115	Non-US	3,299,000.00	0.00	0.00	G57NUS9A0	X000000000X1D17	64	44
69			4115	Non-US	1,000,000.00	0.00	0.00	G57NUS9A0	X000000000X1811	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	X000000000X1741	64	44
69			4115	Non-US	2,065,000.00	0.00	0.00	G57NUS9A0	X000000000X1E31	64	44
69			4115	Non-US	34,000.00	0.00	0.00	G57NUS9A0	X000000000X1205	64	44
69			4115	Non-US	170,000.00	0.00	0.00	G57NUS9A0	X000000000X1856	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X000000000X02851	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	X000000000X02826	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X000000000X02807	64	44
69			4115	Non-US	1,350,000.00	0.00	0.00	G57NUS9A0	X000000000X02740	64	44
69			4115	Non-US	15,000.00	0.00	0.00	G57NUS9A0	X000000000X02710	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	X000000000X02640	64	44
69			4115	Non-US	150,000.00	0.00	0.00	G57NUS9A0	X000000000X02617	64	44
69			4115	Non-US	30,000.00	0.00	0.00	G57NUS9A0	X000000000X02547	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	X000000000X02515	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	X000000000X02463	64	44
69			4115	Non-US	1,200,000.00	0.00	0.00	G57NUS9A0	X000000000X02705	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X000000000X02417	64	44
69			4115	Non-US	20,000.00	0.00	0.00	G57NUS9A0	X000000000X02247	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	X000000000X02220	64	44
69			4115	Non-US	30,000.00	0.00	0.00	G57NUS9A0	X000000000X02854	64	44
69			4115	Non-US	50,000.00	0.00	0.00	G57NUS9A0	X000000000X01925	64	44
69			4115	Non-US	21,000.00	0.00	0.00	G57NUS9A0	X000000000X01855	64	44
69			4115	Non-US	100,000.00	0.00	0.00	G57NUS9A0	X000000000X01826	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	X000000000X01805	64	44
69			4115	Non-US	200,000.00	0.00	0.00	G57NUS9A0	X000000000X01718	64	44
69			4115	Non-US	500,000.00	0.00	0.00	G57NUS9A0	X000000000X01642	64	44
69			4115	Non-US	850,000.00	0.00	0.00	G57NUS9A0	X000000000X01554	64	44
69			4115	Non-US	350,000.00	0.00	0.00	G57NUS9A0	X000000000X03443	64	44
69			4115	Non-US	0.00	20,000.00	0.00	G57NUS9A1	X000000000X01405	64	44
69			4115		0.00	0.00	200,000.00			64	44
69			4115		0.00	0.00	100,000.00			64	44
46	CITIBANK NA	906	0057	Non-US	150,000.00	0.00	0.00	G57NUS9A0	X000000000X0610	92	43

* Portions of account numbers and VOI numbers have been redacted to preserve privacy and confidentiality.

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Final Bondholder Instructions Report

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UID	Nominee	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VCI No. *	Original POA No.	Representation Letter No.
46	CITIBANK NA	908	0708	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	350,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	250,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	400,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0709	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0947	Non-US	45,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0947	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0947	Non-US	14,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0947	Non-US	250,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			0947	Non-US	182,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			1241	Non-US	35,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			1886	Non-US	590,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			1886	Non-US	1,500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			1886	Non-US	510,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			1886	Non-US	500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			1886	Non-US	270,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			1886	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			1886	Non-US	140,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			1886	Non-US	70,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			1960	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			2297	Non-US	2,640,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			2351	Non-US	2,485,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			2441	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			2441	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43

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UID	Nominee	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Holds Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No. *	Original POA No.	Representation Letter No.
45	CITIBANK NA	908	2441	Non-US	15,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			2441	Non-US	355,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			2441	Non-US	110,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			2441	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			2441	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	91,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	80,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	2,595,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	400,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	240,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3320	Non-US	0.00	0.00	200,000.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3402	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3402	Non-US	0.00	0.00	100,000.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3414	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3414	Non-US	12,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3414	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3414	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3414	Non-US	160,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3414	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3414	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3414	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3414	Non-US	208,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3427	Non-US	350,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3463	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3463	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3463	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3463	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
45			3463	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43

* Portions of account numbers and VCI numbers have been redacted to preserve privacy and confidentiality.

ADD

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* Portions of account numbers and VOI numbers have been redacted to preserve privacy and confidentiality.

* Portions of account numbers and VOI numbers have been redacted to preserve privacy and confidentiality.



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UID	Nominee	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADPS	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VOL No. *	Original POA No.	Representation Letter No.
46	CITIBANK NA	908	3453	Non-US	60,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			3453	Non-US	45,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			3453	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			3527	Non-US	950,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			3527		0.00	0.00	100,000.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			4222	Non-US	400,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			4301	QIB	1,923,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			4301	QIB	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			4360	Non-US	350,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			4360	Non-US	552,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			5192	Non-US	130,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			5512	Non-US	104,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			5512	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			5512	Non-US	75,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			5512	Non-US	500,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			5512	Non-US	491,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			5512	Non-US	467,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			5512	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			5512	Non-US	200,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			6053	Non-US	125,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			6230	Non-US	1,910,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			6447	Non-US	300,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			6447	Non-US	7,135,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			6447	Non-US	4,730,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			7443	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			8059	Non-US	582,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			8313	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			8313	Non-US	675,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			8313	Non-US	170,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			8313	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			8313	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			8313	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			8613	Non-US	0.00	0.00	65,000.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9142	Non-US	0.00	3,810,000.00	0.00	G57NUS9A1	XXXXXXXXXXXX0749	92	43
46			9200	Non-US	15,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43

* Portions of account numbers and VOL numbers have been redacted to preserve privacy and confidentiality.



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UID	Nominee	DTC No.	Beneficial Owner Account No. *	Beneficial Owner Status	Notes Electing ADRs	Notes Electing Shares	Notes Electing Not to Convert	Contra-CUSIP	VCI No. *	Original POA No.	Representation Letter No.
46	CITIBANK NA	908	9200	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	10,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	15,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	55,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	50,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	42,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	40,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	30,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	20,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	90,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	80,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	68,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	65,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	150,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	130,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	100,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	1,000,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	900,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43
46			9200	Non-US	225,000.00	0.00	0.00	G57NUS9A0	XXXXXXXXXXXX0610	92	43

Totals: 208,128,000.00 23,209,000.00 1,348,000.00

Total notes voted: 233,685,000.00

* Portions of account numbers and VCI numbers have been redacted to preserve privacy and confidentiality.

ANEXO 5.2

**AO PLANO DE RECUPERAÇÃO
EXTRAJUDICIAL CONJUNTO DE
LUPATECH S.A., LUPATECH -
EQUIPAMENTOS E SERVIÇOS
PARA PETRÓLEO LTDA., MIPEL
INDÚSTRIA E COMÉRCIO DE
VÁLVULAS LTDA., JEFFERSON
SOLENOIDBRAS LTDA. E
LUPATECH FINANCE LIMITED**

**TERMOS E CONDIÇÕES
INDICATIVOS DE EMISSÃO DAS
NOVAS NOTAS**

ANNEX 5.2

**TO THE JOINT PRE-PACKAGED
REORGANIZATION PLAN OF
LUPATECH S.A., LUPATECH -
EQUIPAMENTOS E SERVIÇOS
PARA PETRÓLEO LTDA., MIPEL
INDÚSTRIA E COMÉRCIO DE
VÁLVULAS LTDA., JEFFERSON
SOLENOIDBRAS LTDA. AND
LUPATECH FINANCE LIMITED**

**INDICATIVE TERMS AND
CONDITIONS FOR THE ISSUANCE
OF THE NEW NOTES**

[Handwritten signatures and initials]

Lupatech – Novas Notas
Notas Preferenciais sem Garantias

Termos & Condições Indicativos

Emissor:	Lupatech Finance Limited, uma sociedade das Ilhas Cayman (emissora dos Bonds)
Garantidor:	Lupatech S.A. e suas subsidiárias que figuram como garantidoras na Escritura de Emissão dos Bonds, com exceção das Sociedades Argentinas, conforme estabelecido na Solicitação de Consentimento
Forma:	Colocação Privada
Plataforma de Negociação:	Euroclear/DTC
Ranking:	Quirográfico, com tratamento pari-passu com outros títulos recebidos pelos detentores das Debêntures e com tratamento pari-passu (em cenário de falência) com quaisquer outros títulos recebidos por instituições detentoras de créditos sem garantia ou com garantia parcial.
 Tipo de Cupom	Cupom Fixo, pagável trimestralmente após o segundo ano, 30/360
Principal:	15% do valor total atualizado dos Bonds, incluindo juros incorridos e não pagos, na Data de Emissão das Novas Notas
Taxa de Juros	3% (três por cento)
Pagamentos dos Juros:	Pagamento em espécie (PIK) como opção para pagamento nos primeiros 2 anos, desde que os pagamentos em dinheiro ou em espécie sejam aplicados para ambas as Novas Notas e as Novas Debêntures (dívida reestruturada). Pagamento em Dinheiro somente após os primeiros 2 anos.
Cronograma de Amortizações:	Pagamentos trimestrais iguais a partir do final do ano 2 até o vencimento
Data de Emissão:	Conforme previsto no Plano
Vencimento:	7 anos
Resgate Opcional	A qualquer momento, em todo ou em parte, pelo valor nominal
Resgate Obrigatório:	Sobre qualquer pagamento das Novas Debêntures (dívida reestruturada), em todo ou em parte, as Novas Notas devem ser pré-pagas em regime pro rata

Lupatech – New Notes
Senior Unsecured Notes

Indicative Terms & Conditions

Issuer:	Lupatech Finance Limited, a Cayman Islands company (issuer of the Bonds)
Guarantors:	Lupatech S.A. and its subsidiaries which are guarantors under the Bonds Indenture, except for the Argentinean Companies, as provided for in the Consent Solicitation
Format:	Private Placement
Trading Platform:	Euroclear/DTC
Ranking:	Senior Unsecured, ranking Pari-passu with any notes received by holders of the Debentures and ranking Pari-passu (in a liquidation scenario) with any notes received by entities holding unsecured or partially secured bank debt.
Coupon Type:	Fixed rate, payable quarterly after 2 nd year, 30/360
Principal:	15% of the total updated amount of the Bonds, including accrued and unpaid interest, at date of issuance of New Notes
Interest Rate	3% (three per cent)
Interest Payments:	Payment in Kind (PIK) option in the first 2 years, provided that payments in cash or PIK must apply to both the New Notes and New Debentures (restructured debt). Cash payment only after first 2 years.
Amortization Schedule:	Equal quarterly payments following end of year 2 through maturity
Issue Date:	According to the Plan
Maturity:	7 years
Optional Redemption	At any moment, in whole or in part, at par value
Mandatory Redemption:	Upon any prepayment of the New Debentures (restructured debt), in whole or in part, the New Notes must be pre-paid on a pro rata basis

[Handwritten signatures and initials]

Obrigações:

Limitações quanto a Fusões ou Venda de Ativos: sem restrição (restrições sobre os recursos de caixa apenas até o limite determinada pela avença sobre Limitações sobre Pagamentos Revogáveis)

Limitações sobre Garantias Reais (Proibição da Concessão de Garantias) – Sim, como nos Bônus, com exceções para (i) recebíveis da Petrobras para linhas de financiamento para capital de giro e (ii) financiamentos do BNDES

Limitações de endividamento: sem limitação

Limitações sobre Pagamentos Restritos – Sim – Sem pagamento de dividendos ou reduções de capital social até as Novas Notas serem reembolsadas em sua totalidade

Opção de alteração de controle (poison put): Não há.

Lei Aplicável: Nova Iorque

Cotação: Nenhuma

Agente Fiduciário: The Bank of New York Mellon ou outra instituição a ser definida pelo Grupo Lupatech.

Covenants:

Limitations on Mergers/Sale of Assets: No restriction (cash proceeds to be restricted only to the extent provided by the Limitations on Restricted Payments covenant)

Limitations on Liens (Negative Pledge) – Yes, as in Bonds, plus carve-outs for (i) Petrobras receivables financing line for working capital and (ii) BNDES financings

Limitations on debt incurrence: no limitation

Limitations on Restricted Payments – Yes – No dividend payments or reductions in share capital until New Notes are repaid in full

Change of control put (poison put): No

Governing Law: New York

Listing: None

Trustee: The Bank of New York Mellon or other entity to be defined by the Lupatech Group.

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